

THE COMPANIES ACT, 1956
PRIVATE COMPANIES LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

AAKASH (INDIA) PROJECTS AND BUILDERS PRIVATE LIMITED

- I. The name of the Company is "**AAKASH (INDIA) PROJECTS AND BUILDERS PRIVATE LIMITED**".
- II. The Registered Office of the Company shall be situated in the state of Jharkhand.
- III. The objects for which the Company is established are:
 - A) The main objects to be pursued by the Company on its incorporation are:
 1. To carry on the business of builders, contractors, engineers to layout, develop, construct, build, erect, demolish, re-erect, alter, repair, remodel or do any other work in connection with any building or building schemes.
 2. To engage in business of and investors in real estate for the benefit of its members, customers and general public and in particular of purchase, sale and trading of land and/or buildings and owning, buying, selling, developing, hiring, letting, subletting, maintaining, allotting, transferring, allotment, administering, exchanging, mortgaging, accepting lease, tenancy or sub tenancy.
 3. To purchase for investment of resale and to trade in land and house and other property of any tenure and any interest therein and to create, sell and deal in freehold and leasehold and to make advances upon the security of land or house or other property.
 4. To undertake and execute maintenance contracts for multistoried and other buildings, townships and other complexes of and in connection therewith.

- B) Objects incidental or ancillary to the attainment of main objects:-
1. To takeover, acquire or otherwise undertake the supervision of the whole or any part of the business, industry, property, assets and liabilities of any person, firm or company or otherwise which may be conducive to the interest of the Company.
 2. To sell, improve, manage, develop, exchange, lease, mortgage dispose of turn to account all or any part of the undertaking property, invests and rights of the company.
 3. To amalgamate or to enter into collaboration with any other company or individuals in India or elsewhere in the world established for objects similar to any one of these on such terms and conditions as the Company may deem proper, necessary, expedient and just for the benefit of the company and to acquire or dispose of by licenses or otherwise patents, trade marks, rights, privileges, inventions, copy rights, publication rights, and to re-construct the company for that purpose or in pursuance to any scheme of arrangement with shareholders or creditors.
 4. To enter into any partnership, arrangement for sharing profits, Union of interests, collaboration, co-operation, joint-venture, reciprocal concession or otherwise with any person of firm or company either in India or abroad carrying on or engaged in or about to become engaged in or interested in the carrying on or conduct of any business or transaction which the company is authorised to carry on.
 5. To acquire and undertake the whole or any part of the business, property and liabilities of any person or firm or company carrying on any business which the company is authorised to carry on or possessed to property suitable for the purpose of this company.
 6. To purchase, take on rent or by any other means acquire any free hold, leasehold, or other property or any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and any building, offices, factories, mills, works, roads, machinery, engines rolling stock, vehicles, plant, live and dead stock, or things, and any real or personal property or rights whatsoever which may be necessary for or may be conveniently used with, or may enhance the value of any property of the company, or which may help the company in the attainment of its objects.

7. To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, roads, machinery, walls, fences, and to clear sites for the same, or to join with any of the things afore-said, and to work, manage, and control the same or join with others for the attainment of objects of the company.
8. To invest and deal with the moneys of the company not immediately required in such manner as may from time to time seem expedient and be determined.
9. To lend money to such persons or companies on such terms as may seem expedient, and in particular to employees, or ex-employees, customers and others having dealings with the company and to give any guarantee or indemnity that may seem conducive to the business of the company, provided that the company shall not carry on any Banking business.
10. To open account or accounts with any Bank or Banks and to pay into and to withdraw moneys from such accounts.
11. To receive fixed or other deposits not withdrawable by cheques, drafts or orders and pay interest on them at a reasonable rate for the purposes of financing the business of company, subject to Section 58A of the Companies Act and the regulations made there under and the directions issued by R.B.I.
12. To borrow or raise money in such manner as the company shall think fit and in particular by the issue of debentures, and to secure the repayment of any of borrowed, raised or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company of any obligation or liability it may undertake.
13. To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
14. To enter into any arrangement and agreement with any Government or Authorities Supreme. Municipal, Local or otherwise, that may seem conducive to the company's objects, or any of them, and to obtain from any such governments or authority, any rights, privileges and concessions which the company may think fit, desirable to obtain and to carry out, exercise and comply with such charters, decrees, rights, arrangements, privileges and concessions.
15. To take or otherwise acquire and hold shares, stock, debentures or other interests in any other company having objects similar to this company.

16. To pay all costs, charges and expenses, preliminary and incidental to the formation, promotion, registration of the company.
17. To pay for any rights or property acquired by the company and to remunerate any person or company whether by cash payment or by allotment of shares, debentures or other securities of the company, credited as paid up in full or part or otherwise.
18. To promote any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of this company or for any other purpose which may seem calculated to benefit this company.
19. To take part in the supervision, control and working of business or operations of any person, firm, company, or other undertaking having similar objects and for such purpose or purposes to appoint and remunerate any officers, directors, managers, accountants, engineers or other experts or agents.
20. To sell or otherwise dispose off the undertaking of the company or any part thereof for such consideration as the company may think fit and in particular for shares, debentures or securities of any other company having objects similar to this company.
21. To acquire any movable or immovable property which the company may think desirable to acquire by way of investment or with a view to resell otherwise.
22. To send out to foreign countries Directors, employees or any other persons for investigation, possibilities of any business, trade or for procuring and buying any machinery or establishing trade concession for the purpose of carrying on the main objects of the company and pay all expenses incurred in this connection.
23. To create any reserve fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending of maintaining any of the properties of the company or for purposes conducive to the interests of the company.
24. To establish depots, branches and appoint agencies in India or abroad in connection with the attainment of the main objects of the company.
25. To adopt such means of making known the products of the company as may seem expedient and in particular by advertising in the press by circulars, by display and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations, but not to any political party or for any political purposes.

26. To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of turn to account, or otherwise deal with all or any property and rights of the company.
 27. To support and subscribe to any charitable, public-objects and any institution, society, or club which may be for the benefit of the company or its employees and their families, provided that such subscription will not intend to serve any political cause or purpose whether directly or indirectly.
 28. To distribute in the event of winding up in specie whole or any part of the assets effects and liabilities of the company among its members and creditors.
 29. To do all such other things as are incidental or conducive to the attainment of the above objects.
- C) Other Objects:
1. To manufacture, sell and carry on business of Industrial gases, i.e oxygen, acetylene, argon, nitrogen, carbon dioxide, nitrous oxide, freon in gas and in liquid form.
 2. To manufacture, sell, electrodes, wire rods, welding fluxes, welding materials, and other allied lines of electric/gas welding and brazing accessories.
 3. To manufacture, sell, electrical heaters, coolers, refrigerators, fans lamps, radios and transistors, phonograms, telephones, sound recorders, microphones, television sets, electrical and wireless sets, accumulators, batteries dynamoes, generators, transformers, insulators, cables, wires electricpoles, machinery, appliances, equipments and instruments of all descriptions and other things used for or in connection with the above mentioned things.
 4. To manufacture, sell, Hardware, Cutlery, utensils, tools, implements, apparatuses, compasses, nautical instruments, anchors, chains, wire ropes, corks, masts and blocks, machinery and parts thereof, lathes, plainers, oil-crushers, chaff cutter, embroidery machines, sewing machines, needles, safes and steel furniture.
 5. To manufacture, sell dyestuffs, paints, colours, printing inks, varnishes, enamels, thinners, oils, plaster of pairs and preparation thereof and all things used in connection therewith.
 6. To carry on the business of and manufacturers and producers in timber, grass, pulp paper, card board, corrugated sheets and articles of all descriptions, made thereof or in combination with any other material whatsoever, including sports goods.

7. To acquire, develop and improve land and hereditaments and to erect and build there on flats, houses and other buildings and to hold, occupy, underlet, mortgage, sell or otherwise deal with the same.
8. To carry on the business of millers in all its branches and to set up mills in India for milling and dealing in wheat, gram, maize, other grains and cereals, dal besan and other allied products and to manufacture and to deal in food products such as biscuits, flakes, starch, sago, corn-flour, dalia and confectionery from flours of all kinds and descriptions and to set up factories or mills for the manufacture thereof.
9. To set-up sugarcane crushers, Distilleries, Breweries, ice-factories, cold storages, vegetable oil factories, poultry farm and livestock breeding farm.
10. To carry on the business of Cinema in all its branches including the production, distribution and exhibition of films and pictures and to organise and run Cinema shows of all sorts and descriptions.
11. To carry on the business of manufacturers in rubber and rubber-products of all kinds and description.
12. To carry on the business of manufacturers of watches, clocks, and time pieces of various types including all kinds of calculating and time recording devices and spares and components thereof.
13. To undertake and carry out all contracts in Government departments, local bodies, corporate or incorporate, individual firms, for all types of construction and the supply of all kinds of articles, commodities and materials.
14. To carry on all or any of the business of manufacturers of all sort of Acids, Resisting, Insulating and Fire Bricks, Fire Cement, Acid Resisting Cement, Insulating Cement, Castable Refractories, Ramming Masses, Magnesia Composition, Hard setting Compounds Machine parts and other allied items.
15. To carry on all or any of the business of manufacturers in dairy products, wine, beer, spirits, vegetable oils, fruit juices, syrups, cordial, jellies, marmalades, pickles, tea, coffee, coco, vegetables, fruits, grams, wheat, maize, barley, oat, rice and other agricultural products, provision stores and grocery and dealers in ale, stout, cider and liquors.
16. To carry on all or any of the business of manufacturers and producers in manures, acids, alkalies, mineral and aerated waters, sulphur, caustic soda, salts, brine, industrial and pharmaceuticals, sanitary and other such preparations.

17. To carry on all any of the business of manufacturers in bricks, slates, slabs, stones bailast, marble, cement, gravel, concrete, lime, plasters, whitening clay sand, earth, fire bricks, refractories, coke-stone, coal-tar, bitumen, asbestos cement sheets, prefabricated materials and other materials used in the construction of building and road, builders and conveniences of all kinds.
18. To carry on all any of the business of manufacturers in films, cameras, photographic and other apparatuses, projectors and all things used in or in connection with the cinematographic shows and exhibitions, studios and theatres.
19. To carry on the business of auctioneers, job masters, carries, decorators, cloth merchants, house agents, chemists, drippers, furnishers, transport agents, clearing agents and commission agents.
20. To manufacture, trading, reselling, export and import of all kinds of electrical goods and their accessories and Sewing Machines and other parts.
21. To acquire any movable or immovable property which the company may think desirable to acquire by way of investment or with to resale or otherwise.
22. To carry on the business as proprietors, printers and publishers of newspapers, journals, magazines, books and other literary works and undertakings.
23. To carry on the business of contractors for tilling and cultivating farms belonging to the members of the company or outsiders.
24. To take up distributorships from well known Indian and foreign manufacturers of all products, merchandise and industrial products.
25. To carry on the business of travelling agents, shipping agents, forwarding and clearing agents, light man, wharfingers, and any other business which can be carried on in connection with the above.
26. To take up the manufacture, distribution, sale, installation and service of air-conditioning and refrigeration equipment and machinery for industrial, commercial and residential application, cold storage equipment, tools and accessories.
27. To design, develop, innovate, assemble, fabricate, distribute, market, sell, service, repair, replace, water space heaters, solar cookers, refrigeration devices and to import technical know-how, technical services and allied services for the manufacture, designing and their manufacturing rights of above mentioned item.

28. To establish, provide, maintain and conduct or otherwise subsidize laboratories and experimental workshops, institution for scientific and technical research for carrying on improvement in the field of solar energy and other source of energy, waste recycling systems and equipments.
29. To carry on the business of common carriers in all its branches, and to carry goods, animals or passengers on land, water or air, on such lines and between such places as the company from time to time determine, by means of vehicles and conveyances of all kinds and descriptions whatsoever, whether propelled or moved by petrol, diesel oil, kerosene oil, powdering and other oils, electricity, atomic energy, steam, vapors gas or other motor mechanical power or other wise for the business of the company.
30. To lease, charter, or hire for any period or number of journeys, cars, lorries, buses, trucks, tractors, boats, ships, carriages, vehicles and conveyances of all description and kinds whatsoever.
31. To carry on the business of garage proprietors, service stations and workshops for motors and other vehicles of all kinds and descriptions.
32. To carry on the business of advertising agents in all spheres and its branches.
33. To work, convert, sell, lease, use or otherwise, deal with all or any mineral property of the company and to carry on the business of miners in all its branches.
34. To manufacture, buy, sell, import, export, or otherwise deal in flour, sugar, rice, ice and oil mill machinery, ferrous and non-ferrous metals and to refine scrap, reshape them into sheets, rods, circles and to cast them for the manufacture of utensils, toys and all other articles of common use.
35. To mine, process, purchase, sell, import, export and otherwise deal in all major or minor minerals as specified in the mineral concession rules, in particular all minerals related to the manufacture of refractories, ceramics, enamelware's, porcelain wares and stone wares.
- IV. The liability of the members is limited.
- V. The authorized share capital of the company is Rs, 1,00,00,000/- (Rupees One Crore) divided in to 1,00,000 (One Lacs) equity shares of Rs.100/- (Hundred Rupees) each. The company has power to divide the share capital for the time being into several classes and to increase or reduce its capital from and to very modify or abrogate any rights privileges or condition attached to any class of the shares in accordance with the provisions of the companies Act. 1956 and the regulation of company.

We, the several persons, whose names and addresses are subscribed, hereunder are desirous of being formed into a company in pursuance of this Memorandum of Associations, and we respectively agree to take the number of shares in the Capital of the Company set opposite to our respective names.

Names, Address, Description and Occupation of Subscribers	Names, Address, Description and Occupation of Subscribers	Names, Address, Description and Occupation of Witness
<p>MANJU DEVI SAWA D/O R. P. Churiwala Akashganga Apartment 3rd Floor, Mango, Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	
<p>RAHUL SAWA S/O Late H. P. Sawa Akashganga Apartment Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	
<p>VISHAL SAWA S/O Late H. P. Sawa Akashganga Apartment 3rd Floor, Mango, Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	
<p>SWETA SAWA D/O Jagmohan Sarda 3rd Floor, Akashganga Apartment, Mango, Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	
<p>MRINAL SAWA D/o Arvind Kumar Lahoriwalla 3rd Floor, Akashganga Apartment, Mango, Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	<p><i>Witness for all signatories</i> ANUP KUMAR AGARWAL S/o Basudev Agarwal Flat No. 303, J. R. Apartment Marwari Para Road, Jugsalai Jamshedpur-831006 Occupation : Chartered Accountant Sd/-</p>

Place : Jamshedpur

Date : 02/01/2009

ARTICLES OF ASSOCIATION
THE COMPANIES ACT, 1956
(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION
OF
AAKASH (INDIA) PRO,JECTS AND BUILDERS PRIVATE LIMITED

Definitions

INTERPRETATION

1. In these Articles unless there be something in the subject matter or context inconsistent therewith:--
 - (a) "The Act" means the Companies Act. 1956.
 - (b) "The Company" means "AAKASH (INDIA) PROJECTS AND BUILDERS PRIVATE LIMITED".
 - (c) "The Office" means the Registered Office for the time being of the Company.
 - (d) "The Register" means the Register of members to be kept pursuant to section 150 of the Companies Act.
 - (e) "The Board" means the Board of Directors of the Company.
 - (f) "The Chairman" means the Chairman of the Board of Directors of the company.
 - (g) "The Directors" mean the Directors for the time being of the Company.
 - (ii) Unless the context otherwise requires, words or expression contained in these regulations shall bear the same meaning as in the Companies Act or any statutory modifications thereof in force at the date on which these regulation become binding on the Company.
- 2 The regulations, contained in Table "A" in the Schedule I to the Act shall not apply to the Company except so far as expressly incorporated herein below or made applicable by the said Act.

Wherever in the said Act it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its Articles, then and in that case this Regulation hereby authorizes and empowers the Company to have such right, privilege or authority and to carry such transaction as have been permitted by the Act without there being any specific regulation in that behalf herein provided. An illustration of such rights, privileges, authorities and transactions the following are set out with relevant sections.

Section 80: to issue Redeemable Preference Shares.

Section 92: to accept unpaid share capital although not called up.

Section 93: to pay dividend in proportion to amount paid up.

Section 94: to alter the share capital of the Company.

Section 100: to reduce the share capital of the Company.

Section 106: to alter the rights of holders of special class of shares.

3. PRIVATE COMPANY

The Company is a Private Company within the meaning of Section 3 (1) (iii) of the Companies Act, 1956 and accordingly: -

- (a) The number of members for the time being of the Company (exclusive of persons who are in the employment of the Company and persons who having been formerly in employment of the Company were its members while in that employment and have continued to be members of the Company after the employment ceased) is not to exceed fifty but when two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this paragraph, be treated as a single member.
 - (b) Any invitation to the public to subscribe for any shares in or debentures of the company is hereby prohibited.
 - (c) The right to transfer the shares of the Company shall be restricted as hereinafter provided.
4. (a) The Authorized Share Capital of the Company shall be as stated in clause V of the Memorandum of Association of the Company.

- (b) The Company has power to divide the share capital for the time being into several classes and to increase or reduce its capital from time to time and vary, modify or abrogate rights or conditions attached to any class of shares in such manner as may be for the time being provided by regulations of the Company and upon increase of the capital the Company may issue any new shares in priority to any other shares present and future with any preferential, deferred, qualified or special privileges or conditions as may be determined upon by the Company in the General Meeting.
- 5. The Company shall have power to issue preference shares which may be converted into equity shares or carry right to redemption out of profit or out of the proceeds of fresh issue of shares liable to be so redeemed at the option of the Company and the Directors may subject to the provisions of Section 80 of the Act, exercise such power on such term and in such manner as may be provided by the Articles.
- 6. The Shares shall be under the control of the Board of Directors who may allot or otherwise dispose of the same to such person on such terms and conditions and either at a premium or at par or subject to the provisions of the Act at a discount and at Such time as the Directors think fit and with full power to give to any person the shares either at par or at premium during such times and for such consideration as the Directors may think proper in their absolute discretion.
- 7. Regulation 4 of Table "A" shall apply.
- 8. The Company may exercise the power of paying commission conferred by and subject to the provisions of the Section 76 of the Act on conversion into a public Company.
- 9. The business of the Company may be commenced soon after the incorporation of the Company or as the Director shall think fit and notwithstanding that only part of the shares may have been allotted.

CALL ON SHARES

- 10. Regulations 13 to 18 of Table "A" accepting the proviso to regulation 13 (1), shall apply.
- 11. On the trial or hearing of any action for the recovery or any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder or one of the holders of the shares in respect of which such debt accrued; that the resolution making the call is duly recorded in the

Minute Book and that notice of such call was duly given to the member sued in pursuance of those presents and it shall no be necessary to prove the appointment of the Directors who made such calls; nor any other matters whatsoever but the proof of the matters aforesaid shall be conclusive evidence of debt.

12. If two or more persons are registered Joint-holders of any share or shares or stock, any one of such persons may give effectual receipt for all dividends in respect of such share or shares and such receipt shall be complete discharge in respect of the said dividends or liability of joint owner of shares. The Joint-holder of any or owner of a share shall be severally as well as jointly liable for the payment of all installment and calls, if any, due in respect of such call.

SHARE CERTIFICATE

- 13 The Certificates of the title to share and duplicate thereof when necessary shall be issued under the seal of the company and signed by atleast two directors and in the manner as provided in the companies (issue of share certificate) Rule, 1960.
- 14 Every person whose name is entered in the register of members shall be entitled to receive within three months after allotment or within two months from the date of application for registration of transfer, one certificate specifying the number of shares held by him and the amount paid up thereon for all his shares or shares free of cost subject to the provision of section 313 of the companies Act, 1956. Several certificates each for one or more of the shares may be issued upon payment of Rs. 2/- for every such certificate after the first one. The directors, however, at their discretion may reduce or waive the payment of such additional fee.
- 15 If any certificate be worn out or defaced, upon the production thereof to the directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof on payment of Rs. 2/- for each certificate and if any certificate be lost or destroyed, then, on payment of Rs. 2/- for each certificate and upon proof thereof to the satisfaction of the directors on such indemnity as the directors deem adequate being given new certificate in lieu thereof shall be given to the registered holder of the share to which such lost or destroyed certificate shall relate.
- 16 The board of directors may, if they think fit, receive from any member willing to advance the same all or any part of the money on or upon the shares held by him beyond the sum actually called for and upon the money so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the company

must pay interest at such rate not exceeding 6 (six) percent per annum as the member paying such sum in advance and the board of directors agree upon. Money so paid in excess of the amount of all calls shall not rank for dividends. The board of directors may at anytime repay the amount so advanced upon giving to such member three months notice in writing.

FORFEITURE OF SHARES AND LIEN

17. If a member fails to pay any call or installment of a call on or before the day appointed for the payment of the same, the board may at any time thereafter during such time as the call or instalment remains unpaid serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all such expenses that may have been incurred by the company by reason of such non-payment.
18. The notice shall name a day (not being less than 15 days from the date of service of notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment on or before the time and at the place appointed, the share in respect of which such call was made or installments is payable will be liable to be forfeited.
19. If the requisition of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may at any time thereafter before payment of all calls or installments, interest, and expenses due in respect thereof be forfeited by a resolution of the board of directors to that effect.
20. Such forfeiture shall include all dividends declared in respect of forfeited shares and not actually paid before the forfeiture.
21. When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and the entry of the forfeiture with the date thereof shall forthwith be made in the register of members but no forfeiture shall in any manner be invalidated by any member for non-receipt or neglect to give such notice or to make such entry as aforesaid.
22. Any share so forfeited shall be deemed to be the property of company and the board of directors may sell or otherwise dispose of the same in such manner as it think fit.

23. A person whose shares have been so forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding remain liable to pay and shall forthwith pay to the company all calls or installments, interest and expenses owing upon him in respect of such shares at time of forfeiture, together with interest thereon from the time of forfeiture until payment at 6 (six percent) per annum and the board of directors may enforce the payment thereof or any part thereof without any deduction or allowance for the value of the shares at the forfeiture but shall not be under any obligation to do so.
24. That company shall have first and paramount lien upon every shares registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for monies called or payable at a fix time in respect of such shares whether the time for the payment thereof shall have actually arrived or not. Such lien shall extend to all dividends from time to time, declared in respect of such shares. Unless otherwise agreed, the registration of transfer of share shall operate as a waiver of the company's lien, if any, on such share or shares.

TRANSFER AND TRANSMISSION OF SHARES

25. A share or shares may at any time be transferred by a member to any other member, but no share shall save as therein provided be transferred to a person who is not a member, so long as the directors or any member or any person selected by the directors as on whom it is desirable in the interests of the company to admit to the membership, is willing to purchase the same at a fair value to be determined in the manner herein after provided.
26. To order to ascertain whether any member or persons selected as aforesaid is willing to purchase the share of shares, the person proposing to transfer the shares (hereinafter called " The Proposing Transferor") shall , except when the transfer is made pursuant to Articles 18 and 19 hereof, give notice in writing (herein after called " The Transfer Notice ") to the company that he desires to transfer the same. Such notice shall specify the sum he fixed as the fair value of the shares and the name of the members or persons selected as aforesaid the price so fixed or at the option of the purchaser at fair value to be fixed in accordance with these Articles. The transfer notice may include several shares and in such case shall operate as if it were a separate notice in respect of each share. The transfer notice shall not be revocable except with the sanction of the directors.
27. If the company shall within the space of 60 days after being served with such

notice find a member or person selected as aforesaid willing to purchase the share (herein after called "purchasing company") and shall give notice thereof to the proposing transferor, he shall be bound to complete the purchase within seven days from the service of such last mentioned notice.

28. In case any differences arises between the proposing transferor, and the purchasing member as to the fair value of share or shares the directors or if the purchasing member be a director, the auditor of the company for the time being shall on the application of either party certify in writing the sum which in his opinion is the fair value and such sum shall be deemed to be the fair value and in so certifying the director or the Auditor, as the case may be, shall be considered to be acting as expert and not as arbitrators and accordingly the Indian Arbitration Act, 1940 shall not apply.
29. In any case, where the proposing transferor after having become bound as aforesaid makes default in transferring the share, the company may receive the purchase money and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share and shall hold the purchase money in trust for the proposing transferor to be paid to him on delivery of his certificate for the said shares without interest. The receipt of the company for the purchase money shall be good discharge to the purchasing member and after his name has been entered in the register purported exercise of the aforesaid power, the company may issue to him a certificate for the share purchased and thereupon the purchasing member shall become indefeasibly entitled to such shares and the validity of the proceedings shall not be questioned by any person. If the certificate to be delivered by the proposing transferor shall comprise any shares which he has not become bound to transfer as aforesaid the company shall issue to him balance certificate for such share.
30. If the company shall not within a space of 60 days after being served with the transfer notice find a purchaser for all or any of the share complied therein and give notice in the manner aforesaid or if thought no default of the proposing transferor the purchase of any share, in respect of which such last mentioned notice shall have been given, shall not be completed within 30 days from the service of the such notice, the proposing transferor shall at any time within 3 calendar months afterwards be at liberty, subject to Article 4, thereof, to sell and transfer the share , comprised in his transfer notice or such of them as shall not have been sold to a purchasing member, to any person and at any price. The company shall register the name of such transferee in place of the transfer or an application of the transferee.

31. Any share may be transferred by a member to any member or to any child or other issue, father, mother, sister, nephew, wife or husband of such member and any shares of a deceased member may be transferred by his executors and administrators to any child or other issue to father, mother, brother, sister, nephew, window or windows of such deceased member to whom such deceased member may have specifically bequeathed the same or to any heir of such deceased member and share standing in the name of the executors or administrators of any deceased member may be transferred upon any change of such executors or administrator to the executor of administrator for the time being of the deceased member.
32. Every instrument of transfer shall be deposited with the company and no transfer shall be registered unit such instrument shall be deposited together with the certificate of the share to be transferred together with any other evidence the directors may require to prove the title of the transferor of his right to transfer the shares and a fee not exceeding rupees two for each transfer as the directors may determine shall be payable for the registration thereof and the instrument of transfer shall after registration be kept by the company but instruments of transfer which the directors may decline to register shall be returned to person depositing the same.
33. The executors of administrators or the holders of succession certificates shall be the only persons recognized by the company as having title to or interest in such share but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liabilities on shares held by him jointly with any other person or persons.
34. The directors may without assigning any reason decline to register any transfer of shares upon which the company has a lien of shares which are not fully paid up or to any transfers whom the directors do not consider desirable to be admitted as a member provided such transferee is not already a member but such right of refusal shall not be exercisable in case of any transfer made pursuant to provisions of articles 18 and 19 except for the purpose of ensuring that the number of members does not exceed limit prescribed by Article.

ALTERATION OF CAPITAL

35. Regulations 44 to 46 of Table "A" shall apply.
36. Regulation 3 of Table "A" shall apply.

37. The Company may, by special resolution and subject to confirmation by Court, reduce its share capital in any way and in particular without prejudice in the generality of the foregoing power may--
- (a) extinguish or reduce the liability to any of its shares in respect of share capital not paid up; or
 - (b) either with or without extinguishing or reducing liability on any of its shares, cancel any paid up share capital which is lost or underrepresented by available assets; or
 - (c) either with or without extinguishing or reducing liability on any of its shares pay off any paid-up share capital which is in excess of the wants of the Company.
38. Directors may from time to time at their discretion borrow and secure the payment of any sum of money for the purpose of the Company. The Director may secure the repayment of such money in such manner and upon such terms and conditions in all respects as they think fit and in particular to Article 3 (b) hereof, by the issue of debentures or debenture-stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
39. Debentures, Debenture-stock, bonds or other Securities may be made assignable free from any equities between the Company and the person to whom the same be issued.

GENERAL MEETING

40. Provisions of Section 166 of the Act shall apply.
41. The Directors may, whenever they think fit, convene an Extra-ordinary General Meeting and the Directors shall, on the request in writing of the members holding not less than one tenth of the paid-up share capital of the Company as at that date carrying voting rights forthwith proceed to convene an Extraordinary General Meeting and provisions of Section 169 of the Companies Act shall apply.
42. The Directors, if they think fit, may convene a General Meeting other than Annual General Meeting of the Company by giving notice thereof being not less than 3 days in accordance with the provision of law.

PROCEEDINGS OF GENERAL MEETING

43. Regulations 49 to 55 of table "A" shall apply.

VOTE OF MEMBERS

44. Regulations 56 to 63 of Table "A" shall apply subject to the following--
 - A. That a member may appoint more than one proxy to attend on the same occasion.
 - B. A proxy may speak at the meeting unless the Chairman otherwise directs.
 - C. A proxy may vote otherwise than on poll unless the Chairman otherwise directs.

DIRECTORS

45. Until otherwise determined by General Meeting the number of directors shall neither be less than two nor more than ten.
46. The first Directors of the Company shall be subscribers to the Articles of Association of the Company.
47. No person shall be elected as Director except First Director appointed by the Articles or a director appointed by the directors unless at least fifteen days notice shall have been left at the Registered Office of the Company of intention to propose him.
48. The Director shall not be required to hold any share in the Company as his qualification to be a Director of the Company.
49. Unless otherwise determined by the Company in General Meeting each Director shall be entitled to receive, out of the funds of the Company for his services in attending meeting of the Board or any Committee of the Board a fee, as may be fixed by the Board not exceeding Rs 2500/- per meeting of the Board or Committee of the Board attended by him.
50. The Directors may allow and pay to any Director who for the time being is resident out of the place at which any meeting of the Directors may be held and who shall come to that place for the purpose of attending such meeting such sum as the Directors may consider fair and reasonable for his expenses in connection with his attending at the meeting in addition to his remuneration as specified herein-before. The Director may also be paid or reimbursed all traveling and other expenses properly incurred by them in connection with the business of the company.

51. If any Director is called upon to render extra services or to make any special exertion for any purpose of the company, the Board, subject to Section 314 of the Act shall be entitled to remuneration such Director either by a fixed sum or percentage of profits or otherwise as may be determined by the Board and such remuneration shall be in-addition to his remuneration above provided.
52. Subject to the provisions of the section 297 of the Act, no Director shall be disqualified by his office from contracting with the Company, nor shall any such contract entered into by or on behalf of the Company in which any Director shall be any way interested be invalid nor such Director shall be liable to account to the Company for any profit realized by any such contract by reason only of such Director holding that office or of the fiduciary relations thereby established, but if it is determined if his interest than exists or in any other case, at the first meeting of the Director after the acquisition of such interest.
53. A Director may vote and may take part in discussion in respect of any contract or arrangement in which he is interested.
54. The Directors may appoint any person to be an alternate Director to act for Director (hereinafter in this Article called the original Director) during his absence for a period of not less than three months from the State in which meeting of the Directors are ordinarily held, but such alternate Director shall ipso-facto vacate office if and when the original Director returns to the State in which meetings of Directors are ordinarily held.
55. If it is provided by any trust deed securing or otherwise is connection with any issue of debenture of the Company, that any person or persons shall have power to nominate a Director of the Company, then in the case of and every such issue of debentures, the persons having such powers may exercise such powers from time to time and appoint a Director accordingly. Any Director so appointed herein referred to as a Debenture Director. A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be liable to retire by rotation.

RETIREMENT AND ELECTION OF DIRECTORS

56. Director shall not be liable to retire from office by rotations.
57. The Company may, form time to time, by ordinary resolution increase or reduce the number of Directors.

58. The Directors shall have the power at any time and from time to time appoint any person to be a Director as an additions to the existing Directors but so that the total number of Directors shall not at any time exceed the number fixed is accordance with these regulations.

The Company may, by ordinary resolution of which special notice has been given in accordance with Section 190 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in an agreement between the Company and such Director. Such removal shall be without prejudice to any contract or service between him and the Company.

59. If any Director appointed by the Company in general meeting vacates office as director before his term of office will expire in the normal course, the resulting casual vacancy may be filled up by the Board at a meeting of the Board but any person so appointed shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred provided that the Board may not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article 47.
60. In the event of the Company borrowing any money from any Financial Corporation or Institution, Government or Government Body or any Collaborator, Bank, Person or persons or any other loan giving agency or source, while any money remains due to them or any of the said Corporation, Institution or the Government Body or the financier or collaborator or Bank or any body as the case may be, they shall have and may exercise the rights and powers to nominate from time to time any person or persons to be Director or Directors of the Company and that such Director shall not be liable to retire by rotation subject to the limits prescribed under the Companies Act. Any person so nominated may at any time be removed from office by the nominating authority who may from the time of such removal or in case of death or resignation of the person nominate any other in his place. Any such nomination or removal shall be in writing signed by the nominator and served on the Company.

VACATION OF OFFICE BY DIRECTOR

61. . Section 283 of the Companies Act shall apply.

MANAGING DIRECTOR

62. The Directors may from time to time and subject to Section 197A of the Companies Act appoint one or more of their body to the office of Managing Director cum

Chairman for such period and on such terms as they think fit and subject to the terms of any agreement entered into and in any particular case may revoke such appointment. His appointment shall be automatically terminated if he ceases to be a Director.

63. The Board shall determine the remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) payable to the Managing Director.
64. The Directors may entrust to and confer upon Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers.

PROCEEDINGS OF DIRECTORS

65. The quorum necessary for the transaction of the business of the Directors shall be two or one-third of the total number of Directors whichever is higher.
66. Regulations 73 to 81 of Table "A" shall apply, subject to that adjourned meeting may be called at any time with the consent of all the Directors.

POWERS OF DIRECTORS

67. The management of the business of the company shall be vested in directors who may exercise all such powers and do such acts and things as the Company is by its Memorandum of Association or otherwise authorized to exercise or do, and as are not hereby directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and of these presents and to any regulations from time to time made by the Company in general meeting not being inconsistent with the provisions of these presents, provided that no such regulations shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

MANAGER OR SECRETARY

68. Regulations 82 and 83 of table "A" shall apply.

THE SEAL

69. i) The directors shall provide a Common Seal for the purpose of the Company and may from time to time destroy the same and substitute a new seal in lieu thereof, and shall provide for the safe custody of the seal for the time being, under such regulations as the Directors may prescribe.

- ii) The company may exercise the powers conferred by Section 50 of the Act and such powers shall accordingly be vested in the Directors.
- 70. Every Deed or the Other instrument, to which the Seal of the Company is required to be affixed, shall unless the same is executed by a constituted attorney of the company be signed by two directors, or one director and secretary or some other person appointed by the Board for the purpose. Provided that in respect of the Share Certificate the Seal shall be affixed in accordance with Article 13(1)

CAPITALIZATION OF PROFITS

- 71. Regulations 96 and 97 of Table "A" shall apply.

DIVIDEND AND RESERVES

- 72. Regulations 85 to 94 of Table "A" shall apply.

ACCOUNTS

- 73. Sections 209 to 222 (both inclusive) of the Companies Act and Regulation 95 of Table "A" shall apply.

NOTICES

- 74. Service of any document or notice by the Company on its members shall be effected in accordance with the provisions of Section 53 of the Act.

INDEMNITY AND RESPONSIBILITY

- 75. a) Subject to the provisions of Section 201 of the Act every Director, Managing Director, Manger, secretary and other officer or employee of the Company shall be indemnified by the company against any liability and it shall be the duty of the Director out of the funds of the Company to Pay all costs, losses and expenses(including travelling expenses) which any such Director, Managing Director, Officer or employee may incur or become liable to by reason of any contract entered in to or act or deed done by him as such director, officer or servant or in any way in the discharge of the duties.
- b) Subject as aforesaid every Director, Managing Director, Manager, Secretary or other Officer or employee of the company shall be indemnified against any liability incurred by him in defending any proceeding whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in

connection with any application under Section 633 of the act in which relief is given to him by the court.

c) Subject to the provisions of Section 201 of the Act, no Director, or Managing Director or other officer of the company shall be liable for the acts, receipts neglects or defaults or other Director or Officer, or for joining in any receipt or other act or conformity, or for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the company, or for the insufficiency or deficiency of any security in or upon which any of the monies of the company shall be invested or for any loss or damages arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgement or oversight on his part, or for any other loss or damages or misfortune whatever which shall happen in the execution of the same happen through his own dishonesty.

SECRECY

76. (a) Every Director, Manager, Auditor, Treasurer, Trustee member of a committee, servant agent, accountant or other person employed in the business of the company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by a Court of law and except so far as may be necessary in order to comply with any of the provisions or these presents contained.

b) No member shall be entitled to visit or inspect the company's works without the permission of the Directors or the Managing Director or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the company and which in the opinion of the Directors or the Managing Director it will be inexpedient in the interest of the members of the company to communicate to the public.

WINDING UP

77. . Regulation 98 of Table "A" shall apply.

We, the several persons, whose names and addresses are subscribed, hereunder are desirous of being formed into a company in pursuance of this Memorandum of Associations, and we respectively agree to take the number of shares in the Capital of the Company set opposite to our respective names.

Names, Address, Description and Occupation of Subscribers	Names, Address, Description and Occupation of Subscribers	Names, Address, Description and Occupation of Witness
<p>MANJU DEVI SAWA D/O R. P. Churiwala Akashganga Apartment 3rd Floor, Mango, Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	
<p>RAHUL SAWA S/O Late H. P. Sawa Akashganga Apartment Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	
<p>VISHAL SAWA S/O Late H. P. Sawa Akashganga Apartment 3rd Floor, Mango, Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	
<p>SWETA SAWA D/O Jagmohan Sarda 3rd Floor, Akashganga Apartment, Mango, Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	
<p>MRINAL SAWA D/o Arvind Kumar Lahoriwalla 3rd Floor, Akashganga Apartment, Mango, Jamshedpur-831012 Occupation : Business Sd/-</p>	<p>1000 shares (One Thousand Shares)</p>	<p><i>Witness for all signatories</i> ANUP KUMAR AGARWAL S/o Basudev Agarwal Flat No. 303, J. R. Apartment Marwari Para Road, Jugsalai Jamshedpur-831006 Occupation : Chartered Accountant Sd/-</p>

Place : Jamshedpur
Date : 02/01/2009