

THE COMPANIES ACT, 2013
(A COMPANY LIMITED BY SHARES)
(UNDER SECTION 8)
ARTICLES OF ASSOCIATION
OF
JAINAM JIVIKA FOUNDATION
INTERPRETATION

1. Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company. Table F Adopted . CL 18, 26, 36, 37, 38, 40, 41, 80 to 88 of Table F Shall not be applicable to the company.
2. The regulations for the management of the Company and for the observance of the members thereof and their representatives shall subject to any exercise of the statutory powers of the company in reference to the repeal or alteration of its regulation by special Resolution with the approval of the Registrar of Companies, Pune as prescribed or permitted by the Act be such as are contained in these articles.
3. In these Articles unless there be something in the subject or context inconsistent therewith.
 - (a) therewith. "The Company" or "This Company" means "**JAINAM JIVIKA FOUNDATION**".
 - (b) "The Act" means the Companies Act, 2013.
 - (c) "The seal" means the common seal of the company.
 - (d) "Board Meeting" means a meeting of Board of Directors duly convened and constituted, or as the case may be the Directors assembled at the Board of the Company collectively
 - (e) "Directors" means a director appointed to the Board of a Company.
 - (f) "Chairman" means the Chairman, for the time being of the Board.

- (g) "The Committee" means a committee duly constituted under these Articles.
- (h) "Member of the Committee" shall be deemed to include the President and the Vice President of the Company
- (i) "Valid associate membership" shall mean members who have paid the membership fee for current financial year before June 1 of that year and have no arrears of payment of membership fees for past financial years. However his membership will be restored for current year on the date of payment of membership dues.
- (j) "Member" means a shareholder holding Shares in the Company including members who are subscribers to the Memorandum of Association and Articles of Association.
- (k) "President" means Chairperson of the Company.
- (l) "The Seal" means the common seal of the company.
- (m) "Gender" Words importing the masculine gender also include the feminine gender.
- (n) "In Writing" and "Written" include printing, lithography and other modes of representing or reproducing words in visible form.
- (o) "Month" means a calendar month.
- (p) "Office" means the registered office for the time being of the Company.
- (q) "Persons" include corporation and firms as well as individuals.
- (r) "Relative" means a relative as defined in section 2 (77) of The Companies Act, 2013.
- (s) Words importing the singular number include, where the context admits or requires, plural number and vice versa.
- (n) "**PRIVATE COMPANY**" within the meaning of Section 2(68) of the Companies Act, 2013 and accordingly:-
 - (a) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing.

- (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 of the Company while in the employment and have continued to be members after the employment ceased) shall be limited to (200) **two hundred**.

Provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, the shall, be treated as a single member, and. No invitation shall be issued to the public or subscribe for any securities of the Company.

SHARE CAPITAL

4. 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 at such time as they may from time to time think fit.

(a) The Authorized Share Capital of the Company is such that stated in **Clause 8th** of the Memorandum of Association of the Company or altered thereat, from time to time. The Company has the power from time to time to increase or reduce its capital **with prior approval of Central Government**.

(c) Paid up capital of the Company shall be Rs. 1,00,000/- (Rs. One Lac only).

5. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

Allotment of Shares

6. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, for entitlement to become the member of the Company on such terms and conditions and at such time as the Directors may think fit, but subject always to the articles herein contained and also to the restrictions mentioned in the Articles hereof.
7. As regards allotments made from time to time the Company shall duly comply with provisions of section 39 of the Companies Act, 2013.

Call on Shares/Debentures

8. Subject to the provision of the sections 49 and 50 of the Act call for Share/debentures may be made on a uniform basis, however the full amount of the shares can be accepted in one lump sum, interest may or may not be paid on such amount as may be decided by the Board from time to time.
9. The joint holders of a share shall be severally as well as jointly liable for the payment of all installment and calls due in respect of such share.

Issuance and Entitlement of shares/Debentures Certificates.

10. The certificate of titles to shares/debentures shall be issued within three months after allotment or within two months after the application for the registration of transfer is received under the seal of the Company signed by authorised signatory appointed by the Board subject to such rules and regulations as may be prescribed by law from time to time.
11. Every person whose name is entered as a member in the Register of members shall be entitled to receive within three months after the allotment or within two months after the application for the registration of transfer the certificate for the shares allotted to him.

Issuance of Duplicate Share/Debenture Certificate

12. If any certificate be old, decrepit, worn, torn or defaced where space on its reverse side for recording transfer have been duly utilized, upon the surrender thereof the Company. The board shall order the same to be canceled and issue a new certificate in lieu thereof without any payment, if any certificate be lost or destroyed then upon proof of such loss or destruction to the satisfaction of the Board and on such indemnity and the payment of out of pocket expenses incurred by the Company in investigating evidence as the Board thinks fit, a new certificate in lieu thereof shall be

given to the person entitled to such lost or destroyed certificate as the Board may determine.

Limited Liability of Share Holders

13. Every member, his Successor, Executor or Administrator shall be liable to the Company for payment of the portion of unpaid amount represented by his Shares/Debentures which may be from time to time being remain unpaid thereon in such manner as the Board shall determine time to time in accordance with the Company's regulations.

Forfeiture of Shares

14. Shares can be forfeited by the Board on non-payment of calls and the company will have first lien on such shares.

Transfer of Shares

15. Shares may at any time be transferred to any member of the company, (save as aforesaid and provided by the articles hereof). anyone to whom it is desirable in the interest of the company to admit to membership, is willing to purchase the same.
16. Any share may be transferred by a member or any child or other legal issue, son in law, father, mother, brother, sister, nephew, niece, wife or husband or such member and any share of a deceased member may be transferred by his executors, administrators or assignees to any child or other legal issue, son in law, daughter in law, father, mother, brother, sister nephew, niece, widow, or widower of any deceased member (to whom such deceased member may have specifically bequeathed the same) and shares standing in the name of trustees to the will of any deceased member may be transferred upon any charge of trustees to the name of the trustees for the time being of such will and the restriction in the Articles hereof shall not apply to any transfer authorised by these Articles.

Instrument of Transfer

17. The instrument of transfer shall be in writing and in the prescribed form and shall be accompanied by certificate/s.

Fee for Transfer

18. The company shall not charge any fee for effecting transfer of Shares/Debentures.

Transmission of Shares/Debentures

19. Any person becoming entitled to or the transfer of any share in consequence of the death or insolvency of any sole holder hereof or any other than by transfer upon producing such evidence of his title thereto or that he sustains the character in respect of which he proposed to act under this Article as the Director think sufficient may with the consent of the Director (which they shall not be under any obligation to give) and

without production of any Probate or letters or administration or succession certificate and upon such terms as to indemnity or otherwise as the Directors may impose, be registered as any member himself in respect of such shares or may with such other person as the Directors may approve. However, in the event of his proposing to such person as aforesaid, it shall be subject to the same restrictions as those here in before.

Refusal of transfer and transmission

20. The Directors may decline to register any transfer of shares on which the company has a lien. The Directors may also suspend the registration of transfer during the fourteen days immediately preceding the annual general meeting in each year. The directors may decline to recognize any instrument of transfer unless the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transfer. To make the transfer, if the directors refuse to register a transfer of any share, they shall, within two months after the date on which the transfer was lodged with the company send to the transferee and transferor notice of the refusal.

Cessation of Members

21. In case the Directors consider that the continuance of any person as a member of the company is detrimental to the interest of the company they may in their discretion if authorised by a special resolution passed by the company at the General Meeting call upon the said person or persons to transfer his or her or their representative share or shares in accordance with the provisions of these articles and from the date the transfer of shares becomes effective under the aforesaid resolution, the said persons shall ipso facto cease to be a member or members of the company may become disentitled to any of the rights as the member of the company.

MEETINGS

Chairman of the Meetings

22. The Chairman of the Board if so appointed shall be the Chairman of all the General Meeting and if he is not present within 15 minutes of the holding of the meeting or is unwilling to preside, any director or any member of the company may be elected as the Chairman of the Meeting and such Chairman shall preside over the General Meetings.

Annual General Meeting

23. Subject to the provisions of the section 96 read with section 134 of the Companies Act, 2013 the first annual general meeting of the company shall be held within eighteen months from the date of incorporation of the company and the next annual general meeting of the company shall be held within six months after the expiry of the financial year in which the first annual general meeting was held and there after an annual general meeting of the company shall be held within six months after the

expiry of each financial year but so that not more than fifteen months shall lapse between the date of one annual general meeting and that of the next. Provided further that the time date and place of each annual general meeting are decided upon before-hand by the board of directors having regard to the directions, if any, given in this regard by the company in its general meeting. Every annual general meeting shall be called for a time during business hours and shall be held either at the registered office of the company or at some other place within the city or town in which the registered office of the company is situated and the notice calling the meeting shall specify it as Annual General Meeting.

Extraordinary General Meeting

24. All general meetings other than Annual General Meeting shall be called Extra-ordinary general meeting.

Notice of the Meeting

25. A General Meeting of the company may be called by giving not less than 14 days clear notice in writing to all members entitled to receive the same specifying the place, day and hour of the meeting and nature of business shall be given as per the provisions of the Companies Act, 2013.
26. The accidental omission to give any such notice or the non-receipt of any such notice by the members to whom it should be given, shall not invalidate any resolution passed or proceeding held at such meeting.

Quorum

27. Five members present personally shall be a quorum for all purposes at any general meeting and no business shall be transacted unless a quorum of members is present when the meeting proceed for business.

Voting rights

28. Subject to any rights or restrictions for the time being attached to Equity Shares:
 - (a) on a show of hands, every member present in person shall have one vote;
 - and
 - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

Casting Vote to Chairman

29. The Chairman shall have one casting vote in addition to his other vote, which shall be exercised by him if only there is tie on any question. The casting vote will be used after he has exercised his usual vote.

Adjournment

30. Subject to the provisions of the Act, in the absence of the quorum the General/Board Meeting shall stand adjourned on the same day, same place and time in the next week or as may be decided by the Member/Board in the adjourned meeting and no notice of such adjourned meeting will be necessary.
31. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized 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.
32. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105. only the member of the company can be appointed as Proxy.
33. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD MEETING

Conveying of Meeting

34. Subject to the provision of the Act the Board Meeting of the Board of Directors, of such Companies shall held at least one meeting within every six calendar months as may be decided by the Board or the Chairman and in his absence any of the Director can call the Board Meeting by giving 7 days notice.

Quorum

35. The quorum for the meeting of the Board Meeting of the company shall be either eight members or twenty five percent of its total strength of first/elected/appointed/nominated Directors whichever is less and the quorum shall not be less than two members.

BOARD OF DIRECTORS

Number of Directors and Increase or Decrease in the same

36. The number of Directors shall not be less than three and more than Twelve unless and

until otherwise determined by the company at a general meeting.

First Directors

37. First Directors of the company shall be:—

1. **DHIRAJ KANTILAL JAIN S/O KANTILAL JAIN**
2. **MAMATA DHIRAJ JAIN W/O DHIRAJ KANTILAL JAIN**

38. (i) The remuneration of the directors not being member shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
(ii) In addition to the remuneration payable to them not being member in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
(b) in connection with the business of the company.
39. None of the directors in the Board shall required to retire by rotation as per the provisions of Companies Act 2013.

Addition to the Board

40. The Board shall have power at any time and from time to time to appoint a person as an additional Director, who shall hold office until the date of the next Annual General Meeting. In any case the limit mentioned as above regarding the maximum number of Directors shall not exceed by such appointments.

Alternate Director

41. The Board of Directors may appoint an alternate Director to act for a Director (hereinafter referred to as original Director) during his absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held. The alternate Director so appointed shall not hold office as such for a period longer than permissible to the original Director in whose place he has been appointed and shall vacate office as and when the original Director returns to the State in which the meeting of Board are ordinarily held.

Nominee Director

42. The Board shall have power at any time in the course of its business and to benefit the company, shall subject to the provisions of the Act be entitled to agree with any person, firm, corporation, government, financing or other authority that he or it shall have the rights to appoint his or its nominee to the Broad of Directors of the company upon such terms and conditions. Such nominee Directors shall be entitled to hold office until requested to retire by the Government authority, person, firm, institution or corporation who may have appointed them and will not be bound to retire by rotation and the nominee directors appointed by the Government not be counted for

the purpose of maximum strength of the directors as per the provisions of Article. As and whenever a nominee Director vacates office whether upon request as aforesaid or by death, resignation or otherwise the Government authority, person, firm, institution or corporation who appointed such nominee Director may if the agreement so provide, appoint another Director in his place so long as any liability of the company arising out of any loan or guarantee furnished by the Institution on behalf of the company remains outstanding.

Share Qualification of Directors

43. Unless otherwise determined by the company in general meeting it shall not be necessary for a Director to hold equity share in the company for his qualification.

Board and Other Meeting Expenses

44. Every Director shall be paid actual out of pocket expenses including traveling expenses for attending the general/committee and Board meeting of the company.

Vacation of Office by Directors

45. 45. If at any meeting at which an election of Directors ought to take place, the places of the vacating Directors or any one or more of them are not filled up, the meeting shall, unless it shall be determined at any such meeting to reduce the number of Directors, stand adjourned to the same day in the next week at the same time and place and if at adjourned meeting the place of vacating Directors are not filled up, the retiring Directors have not had their places filled up shall be deemed to be re-elected at the adjourned meeting.
46. The office of a Director shall ipso facto be vacated in addition to the events and grounds enumerated by the Companies Act, 2013 if by notice in writing to company he/she resigns from his/her office and the said resignation is accepted by the Board.

Disclosure of Interest by Directors

47. Subject to the provisions of Section 184 of the Act, a general notice that a Director is member of any particular firm or company and is to be regarded as interested in any subsequent transaction with such firm or company shall be sufficient disclosure of his interest after such general notice and it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.
48. Subject to the limitation prescribed by the Companies Act, 2013 the Directors of the company shall be entitled to contract with the company and no Director shall be disqualified by his having contracted with the company as aforesaid.

POWER AND DUTIES THE BOARD

Powers of the Board

49. Subject to the provision of section 179, 180 of the Act the Directors of the company shall have all the powers of the company except so far as they stand restricted or regulated by the provisions of the Companies Act, 2013 or by these Articles.
50. Without prejudice to the generality of the powers conferred upon the Directors whether by the provision of law for the time being in force and/or applicability of the Articles of Table 'F' and/or the provision of these presents or otherwise the Board shall be entitled to exercise all such powers and do all such acts, and these things as the company authorizes them to execute or do, but it is hereby expressly declared that the Directors shall have the following powers:—
 - a. To purchase or otherwise acquire for the company any property whether movable or immovable and rights and privileges which the company is authorised to acquire on such prices and generally on such terms and conditions as they think fit.
 - b. At their discretion to pay for any property, rights or privileges acquired by or services rendered to the company either wholly or partially in cash or shares or in bonds or other securities of the Company and such share may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon any such bonds or other securities may be either specifically charged upon all or any part of the property of the company and its uncalled capital or not so charged.
 - c. To accept from any member or such terms and conditions as shall be agreed and so far as may be permissible in law, surrender of his shares in the company or any part thereof, subject to the provisions of the Companies Act 2013.
 - d. To institute, conduct, defend, compound or abandon any legal proceedings by or against the company or its officers or otherwise concerning the affairs of the company and also to compound and allow time for payment or satisfaction of any debts or dues and or any claims or demands by or against the Company.
 - e. To refer to any claims or demands by or against the company to arbitration and observe, perform and carry out the awards.
 - f. To make and give receipts, release and other discharges for money or property payable or deliverable to the company and for the claims and the Demands of the Company.
 - g. To determine who shall be entitled to sign, on the company's behalf, bills, notes, receipt, acceptance, endorsement, cheques, release, contracts and documents.

- h. From time to time to provide for the management or the affairs of the company in such manner as they think fit and in particular to appoint any person(s) to be the Attorney or agents of the company with such powers (including power to sub-delegate) and upon such terms and remuneration as may be thought fit.
- i. Subject to the provisions of the Companies Act 2013 to invest and deal with any of the moneys of the company not immediately required for the purposes thereof in such securities (not being shares in this Company) and in such manner as they may think fit and from time to time vary or realize such investments.
- j. To borrow or raise, secure the payment of the sum or money for the purpose of the Company in such manner and upon such terms and conditions as they shall think fit by mortgage, pledge, hypothecation or otherwise charged upon all or any of the Company's property both present and future including the uncalled capital and to purchase, redeem or pay off such securities as per the provision of section 180(1)(c) of the Act:

Provided that the aggregate of the amount borrowed (Apart from the temporary loans as defined in section 180 of the Act obtained from the Company's bankers in the ordinary course of business) and remaining outstanding and un discharged at that time, shall not, without the consent of the company in general meeting exceed the aggregate of the paid up capital of the company and its free reserves, that is to say reserves not set apart for the specific purpose.

- k. To give to any person employed by the Company a commission on the profits of any particular business or transaction of the company and such payment shall be treated as part of the working expenses of the Company.
- l. To enter into such negotiations and rescind and vary, all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purpose of the Company.
- m. To sell such portions of the lands or buildings or machineries and/or other capital asset of the Company as may not be required for the purpose of the Company.
- n. To subscribe for purchase, accept, take, hold or otherwise acquire share in any company, society or undertaking the object of which shall either wholly or in part be similar to those of this company or such as may be likely to promote or advance the business in the interest of the Company.
- o. To appoint Executive's and/or other members of the senior staff (he may be Director) on the terms and conditions as they may think fit subject to the provisions of section 314 of the Companies Act, 2013 where applicable.

- p. The Board may consider and decide Book Closer/Record Date for the purposes issue of right for any other purposes as the Board may deem fit as per provisions of the Act.
- q. The Board may constitute various joint committee of the members and directors/employees of the company from time to time for the smooth administrative functions of the company as the Board may consider necessary.
- r. The Board may constitute various councils of the Directors, members and employees of the committee for supervise its functions.
- s. The Board or Committee or Council constituted for that purpose may prescribe the code of conduct, syllabus, examination schedule, rules and regulations for the students, members, employees of the Company from time to time and may amend the same.
- t. The Board shall make rules for becoming the professionals, members student members and to determine and prescribe the respective application forms, decide entry fee, annual subscription fee, rules for removal of name of such members as it may consider necessary.

Delegation of Powers

- 51. Subject to the provisions of section 179(3) of the Act, the Board of Directors may delegate any of their powers to any committee or council consisting of such member or members of their body as the Board may think it.
 - a. The Chairman or Vice Chairman of such committee or council so formed shall be the chairman or vice chairman or any directors of the Company and shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it or him by the Board of Directors.
 - b. Any committee or council so constituted by the Board shall have not more than 7 members at any time and in every such committee or council at least three members as may be elected or nominated by the Board and the remaining members shall be the directors of the Company as may be nominated by the Board from time to time.
 - c. The Committee or council so appointed shall submit its report to the Board of Directors of the Company for its final appropriate decision and the decision of the Board shall be final and concluding.

CHAIRMAN & VICE CHAIRMAN

Appointment

52. The Board may at any time appoint or re-appoint any one or more director as the Chairman and/or vice chairman upon such terms and upon such conditions in all respects as may be deemed fit by the said Board.

Powers and Duties

53. Subject to the general supervision and control of the Board of Directors, the Chairman/Vice Chairman shall have all the powers of the Board of Directors of the Company, unless such powers have to be exercised by the Board under the provisions of law and in particular the Chairman/Vice Chairman is authorized to execute sign, enter into and to execute all such contracts, conveyances, lease, assignments, assurances, deeds, agreements, instruments in connection with all movable and immovable properties of the Company and in relation to the business of the company and to enter into all agreements, negotiations and make

representation to the Governments both State and Central, Financial Institution, Public bodies, banks, etc. and shall sign, execute all necessary applications and documents, as may required or deemed fit and proper requisite from time to time. They shall have powers to settle any account or reckoning whatsoever on behalf of the Company.

54. The Chairman and/or the Vice Chairman shall be authorized to delegate any or all their powers vested to any director or other person as they think fit and of which a notice will be taken in the Board Meeting after such delegation.

SECRETARY

Appointment

55. Secretary of the Company shall be appointed and his remuneration fixed by the Board of Directors. The Secretary shall devote himself entirely to the business of the Secretary except, in case where he has received special permission of the Board of Directors.

Duties of the Secretary

56. (a) shall be in charge for all correspondence and shall keep accounts of the funds of the Company or in any way controlled by the Company.

(b) shall have care of all the documents belonging to the Company.

(c) shall give notice as desired by the Chairman or vice Chairman of all the meetings of the Board of Directors, annual General Meeting, Extra Ordinary General Meetings, Committees or Subcommittees of the Board Meetings.

- (d) shall arrange for the election of the Directors and notify them of their election and collect or arrange to collect all dues from Members.
- (e) shall maintain the requisite registers and papers the Annual report of the Company under the guidance of the Chairman and the Board of Directors of the Company.
- (f) Generally shall perform all such duties as are incidental to his office and act under the Chairman are in absence of Vice Chairman.
- (g) The secretary shall institute, prosecute and defend suits or other proceedings in which the Company may concerned.

THE SEAL

Safe Custody

- 57. The Common Seal of the Company shall be in the safe custody of the Chairman/Vice Chairman and/or with the Secretary.
- 58. The seal shall not be affixed to instrument except by the previous authority of the Board or a committee thereof authorised by the Board on that behalf. Every instrument on which the Common Seal is affixed shall authority of the Board or a Committee thereof authorised by the Board on that behalf. Every instrument on, which the Seal is affixed, shall be signed by the Chairman and the Vice Chairman if there is one or at least by any one Director of the Company, if there is no such Chairman or Vice Chairman.
- 59. The share certificates shall however be sealed and signed in accordance with the Companies (Issue of share certificates) Rules, 1960.

ACCOUNTS

Books of Account

- 60. The Company shall keep proper books of Accounts as required under section 128 the Companies Act 2013 or any statutory modification thereof for time being in force, as far as the same may apply to the Company.

Place of Keeping Books of Accounts

- 61. The books of account shall be kept at the Registered Office of the Company or at any other office of the Company as directors shall think fit as per the provision of the Act.

AUDIT

Appointment of Auditors

62. The First Auditors of the Company shall be appointed by the Board of Directors within one month of the date of incorporation of the Company and the subsequent Auditors shall be appointed at such Annual General Meeting of the company and shall hold office from conclusion of that meeting until the conclusion of the next Annual General Meeting. Auditor's appointment, remuneration, rights and duties shall be regulated in accordance with the provisions of the Act.

Power to fill the Casual Vacancy of the Auditors

63. The Board may fill up the casual vacancy in the office of auditors, but while any such vacancy continues the serving or continuing auditors (if any) may act.

INDEMNITY

Directors Responsibility

64. No Chairman or Vice Chairman and any other officer of the company shall be liable for the acts, receipts, negligence of any other director or officer for the signing in any receipt or of their acts for conformity or for any loss or expenses happening to the company through the insufficiency or deficiency of title to any property acquired by the order of the directors for or on behalf of the Company or for insufficiency or deficiency of any security in or upon which any of the money of the Company shall be invested or for any loss or damage arising from bankruptcy, insolvency or turnouts act or any person with whom any money, securities effects of the Company shall be invested or for any loss occasioned by the error of judgment or oversight or for any other loss, or damage or misfortune whatsoever which shall happen in the execution of the duties of such officers or in relation thereto unless the same happens through his own dishonesty and willful neglect.
65. Subject to as aforesaid every director, secretary or other officer of the company shall be indemnified against any liability incurred by them or in defending whether civil or criminal in which judgment is given in their or his favour or which he is acquitted or discharged or in connection with any application under section 463 of the Act, in which relief is given by the Court.

SECRECY

66. Every Director, Auditor, Trustee, Member of a Committee, Officer, 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 transactions of the Company with its customers and State of Accounts with individual and in matters relating thereto and shall on such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except, when required so by the

Directors or by any meeting or by a Court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

LIEN

Company's Lien

67. The Company shall have first and paramount lien on every share not being fully paid up, standing registered in the name of the members for all money's presently payable by him or his estate to the company, provided the Board may at any time declare any shares to be wholly or in part exempt from the provision these clause.

Lien may be enforced by sale of shares

68. The Company may sale in such manner as the Board may thinks fit any shares on which it has a lien, provided that 14 days notice in writing and demanding payment of such part of the amount has been given to the member and enabling to pay the sum to the Company.

Sale Proceeds

69. The proceed of the sale shall be received by the Company and apply in payment of such part of the amount in respect of which the lien exist as is presently payable and the residue if any be paid to such shareholder at the date of the sale.






WINDING UP

70. If upon winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.

GENERAL AUTHORITY

71. Wherever in the applicable provisions under Companies Act, 2013 it has been provide that any Company shall have any right, privilege or authority or that any Company could carry out any transaction only if the Company is authorized by it Articles, then and in that case this regulation hereby authorizes and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act without there being any other specific regulation in that behalf herein provided.

We, the several persons whose names and addresses are subscribed bellow are desirous of being formed into a Company in pursuance of these Articles of Association.

Sr. No.	Signature, Name ,Address, Description and Occupation of each Subscriber	Signature of each subscriber	Signature, Name, Address & Occupation of Witness
1.	 <p>DHIRAJ KANTILAL JAIN S/O KANTILAL JAIN ADD: S 14/6A/6B/1 KANHAIYA PARK BELTHIKA NAGAR, THERGAON PUNE MAHARASHTRA 411033 OCC: BUSINESS NATIONALITY: INDIAN</p>		<p>"I witness to Subscribers, No-1 & 2 who have subscribed and signed in my presence on ___ March 2017 At Pune further I have verified their Identity Details (ID) for their identification and satisfied myself of their identification particulars as filled in :-</p>  <p>Sunny Arun Warghade S/O:-Arun Warghade</p>
2.	 <p>MAMATA DHIRAJ JAIN D/O SUVALAL DHADIWAL ADD: S 14/6A/6B/1 KANHAIYA PARK BELTHIKA NAGAR, THERGAON PUNE MAHARASHTRA 411033 OCC: BUSINESS OCC: BUSINESS NATIONALITY: INDIAN</p>		<p>FLAT NO.4, 2ND FLOOR, CHARHATE BLDG., RAJENDRA NAGAR, NR. BSNL OFFICE, NAVI PETH, PUNE - 411030 M no. 30072</p>

Dated: 23/03/2017

Place: Pune