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GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

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

I hereby certify that SWARNIM STARTUP FOUNDATION is incorporated on this Seventeenth day of April Two thousand eighteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U93090GJ2018NPL101877.

The Permanent Account Number (PAN) of the company is ABACS1893H

The Tax Deduction and Collection Account Number (TAN) of the company is AHMS32930C

Given under my hand at Manesar this Eighteenth day of April Two thousand eighteen .



Digital Signature Certificate

Mr Sanjaya Kumar Verna

Deputy Registrar Of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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

SWARNIM STARTUP FOUNDATION

35, World Business House, Nr Parimal Garden, Ellisbridge, AHMEDABAD,

Ahmedabad, Gujarat, India, 380006

* as issued by the Income Tax Department



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Licence under section 8 (1) of the Companies Act, 2013
[Pursuant to rule 20 the Companies (Incorporation) Rules, 2014]

Section 8 Licence Number 111542

WHEREAS it has been proved to my satisfaction that SWARNIM STARTUP FOUNDATION, a person or an association of persons to be registered as a company under the Companies Act, 2013, for promoting objects of the nature specified in clause (a) of sub-section (1) of section 8 of the said Act, and that it intends to apply its surplus, if any, or other income and property in promoting its objects and to prohibit the payment of any dividend to its members;

NOW, THEREFORE, in exercise of the powers conferred by section 8 of the said Act, I, the Registrar at Ahmedabad, hereby grant, this licence, directing that the said person or association or persons be registered as a company with limited liability without the addition of the word "Limited", or as the case may be, the words "Private Limited" to its name, subject to the following conditions namely:

- (1) that the said company shall in all respects be subject to and governed by the conditions and provisions contained in its memorandum of association;
- (2) that the profits, if any or other income and property of the said company, whensoever derived, shall be applied solely for the promotion of the object as set forth in its memorandum of association and that no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise by way of profit, to persons who at any time are or have been members of the said company or to any of them or to any person claiming through any one or more of them;
- (3) that no remuneration or other benefit in money or money's worth shall be given by the company to any of its members except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company;
- (5) that nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company;
- (6) that nothing in clauses (3), (4) and (5) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;
- (7) that no alteration shall be made to the memorandum of association or to the articles of association of the company, which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar;
- (8) The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects; and
- (9) that, without prejudice to action under any law for the time being in force, this licence shall be liable to be revoked, if the company:
 - (a) contravenes any of the requirements of section 8 of the Act or the rules made thereunder or any of the conditions subject to which a licence is issued;
 - (b) if the affairs of the company are conducted fraudulently or in a manner violative of the objects of the company or prejudicial to public interest.

DS MINISTRY OF
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VIJAY KUMAR KHUBCHANDANI

Registrar of Companies

Registrar of Companies

RoC - Ahmedabad

Dated this 12 Day of 04 2018



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[Pursuant to rule 19(2) the Companies (Incorporation) Rules, 2014]

COMPANY LIMITED BY SHARE

OF THE COMPANIES ACT, 2013

SWARNIM STARTUP FOUNDATION

- *However the company shall apply its profit, if any or other income in promoting its objects and to prohibit the payment of any dividends to its members.**



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[B] The objects incidental or ancillary to the attainment of the main object(s) are:-

1. To undertake the work of Financial Inclusion in rural and urban areas which include financing to the targeted poor men and women as permitted by Reserve Bank of India or any other statutory authority either directly or through self-help groups or joint liability groups for the purpose of income generation and enhancement of their livelihoods, business development, employment generation, the economic and development activities of poor men and women through term loans, collateral free credit, other forms of credits, thrift and savings, insurance and other financial services, rendering financial services to people by acting as intermediary for banks and financial institutions.
2. To provide finance for agricultural and non-agricultural related activities, provide/arrange finance/ financial services for rural & urban housing development related activities and to carry on and undertake the business of research, consultancy, technical assistance and training in the field of livelihood promotion, development of micro/community development finance and other financial services, as intermediary for other companies or organizations, resource center institutions.
3. To undertake, execute, carry out, promote, assist or give grant for training institute for vocational and non-vocational training and skill up gradation of the rural and urban youths; to train or assist in getting trained persons for or give grant for implementation and to set-up and/or run or assist in setting up and/or running institution for that purpose or to give grant to any institution for that purpose.
4. To promote, encourage or assist the development and growth of village industries including cottage and small scale industries & Small and Medium Enterprises.
5. To give and/or take loans advances, finance to avail monetary loan or finance fund from bank, government and non-government agencies. Non-banking finance companies, individual lender/ investors, foreign investors for activities of organization socio economic development and sustainable of lower income household communities.
6. To undertake, execute, carry out, promote, assist or give grant for the establishment of enterprise and the community centers; to train or assist in getting trained persons for or give grant for implementation and to set-up and/or run or assist in setting up and/or running institution for that purpose or to give grant to any institution for that purpose.
7. To undertake, execute, carry out, promote, assist or give grants to an institution for social and/or economic welfare of or the uplift of the public in rural and urban areas through marketing of the Self Help Group's (SHG's) and/or Joint Liability Group's (JLG's) produced things and handicrafts and other items. To undertake the activities of setting up emporia/shops across the country for the purpose of finishing and marketing of SHG's and/or JLG's produced things. And also for establishing a marketing channel with the help of SHG's and/or JLG's for the marketing of other items in the rural and urban areas.
8. To foster goodwill amongst the members by arranging meetings and discussions periodically for common interest.
9. To protect the interest and rights of members and to make correspondence, representation to various authorities or offices as may be necessary.
10. To bring the members in contact with each other in order to bring in harmony in utilizing the finance in a social and co-operative manner as also to solve any dispute/problem of any members relating to and fall within the ambit of main object of the company.
11. To study the orders, resolutions, Rules, Regulations and Policy framed by the Government, Local Authority, regarding the needful acts in the interest of members.
12. To collect and accept contributions from members as and when required and determined by the members to make and create there from a fund for office maintenance as also to deploy



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the same in order to provide for meeting expenses on salary to employees, provide essential service to the members, to assist the sufferer of natural calamity and raise a sinking fund for emergency and/or contingency expense.

13. To enter into partnership, joint venture, consortiums, Association, or into any other arrangements for the sharing of profits, union or interest, co-operation, joint venture reciprocal concessions or otherwise, with any person, firm or company carrying on or engaged in or about to carry on or engage in any business or transaction whether this Company is authorized to carry on or engage in any business or undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company and to lend money, to guarantee the contracts of or otherwise assist any such persons, firm or company and to take or otherwise acquire and hold shares or securities of any such person, firm or company and to sell, to reissue with or without guarantee or the same.
14. To provide, maintain and conduct or otherwise, subsidize, assist research laboratories and experimental workshops for scientific and technical research, and experiments, and undertake and carry on all scientific and technical researches, experiments and undertake and carry on all scientific and technical researches, experiments, and tests of all kinds and to promote studies and research, both scientific and technical, investigations, and inventions by providing, subsidizing, endowing or assisting laboratories, workshops, libraries, lecture, meetings and conferences and by providing and remuneration of scientific or technical professors or teachers and by providing for the award of exhibitions, scholarships, prizes and grants to students or independent students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any kind of the business which the Company is authorized to carry on.
15. To undertake, carry out, promote and sponsor studies, surveys, tests, theses and any activity for publication of any books, literature, newspaper, or for organizing lectures, conferences or seminars, workshops, training Programmes likely to advance the aforesaid objects or for giving merit awards, scholarships or any other assistance to institutes, deserving students or other scholars or consultants or person to enable them to pursue their studies or pursuits of research and for establishing, conducting or assisting any institution, fund, trust having any one of the aforesaid objects as one of its objects.
16. To undertake, carry out, equip, maintain, manage, organize, promote, encourage, endorse, validate and sponsor, the activities of consultancy.
17. To make the purchase of land, buildings, houses, offices, flats, apartments, shops and/or construction thereof or for materials, goods machinery and stores required for company's activities.
18. To improve, manage, work, develop, alter, exchange, lease, turn to account, abandon, or otherwise deal with all or any part of the property, rights and concessions of the Company.
19. To acquire or amalgamate with any other company whose objects include objects similar to those of this Company, whether by sale or purchase (for fully or partly paidup shares or otherwise) of the undertaking, subject to liabilities of this or any such other company as aforesaid, with or without winding up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all the shares or stock of this or any such other company as aforesaid, or by partnership or in any other manner and to acquire the properties and or business of any person/ s having dealings with the Company, in settlement of the Company's dues to carry on such business.
20. To enter into any agreement with any Government or authorities (municipal, local or otherwise) or any corporations, companies, or persons, or any co-operative society or organisation or institutions in any part of the World which may seem conducive to the Company's



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21. To pay all the costs, charges and expenses of and incidental to the promotion, formation and establishment of any company and the issue of its capital including costs, charges, expenses of negotiations and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
22. To open account or accounts with any bank or banks and to pay into and to withdraw moneys from such account or accounts.
23. To undertake, carry out and promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Directors may consider to be social, and moral responsibilities of the Company to the Public or any section of the public as also any activity which the 'Directors consider likely to promote national welfare or social, economic or moral uplift of the Public or any section of the public and in such manner and by such means as the Directors may think fit and the Directors may without prejudice to the generality of the foregoing, undertake, carry out, promote, and sponsor any activity for public action of any books, literature, newspapers, or for organizing lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships or any other assistance to deserving students, or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institutions, fund, trusts having any one of the aforesaid objects in any other manner and the Directors may at their discretion in order to implement any of the above mentioned object or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divert the ownership of any property of the Company or in favour of any public or local body or authority or central State Government or any Public Institutions or Trusts or funds as the Directors may approve.
24. To provide for the welfare of employees of the Company or its predecessors in business and the wives, widows and families or the dependents or connections of such persons by building or contributing to ,the building of houses or dwelling or quarters or by grants of money, pensions, gratuities, allowances, bonuses, profit sharing bonuses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instruction, recreation, hospitals and dispensaries, medical and other attendance and assistance as the Company shall think fit.
25. To maintain or procure the maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and the wives, windows, families and dependents of any such persons, and also to subsidies and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or advance the interests and well-being of the Company or of any such other company as aforesaid and make payments to or towards the insurance of any such person as aforesaid and, do any matters aforesaid either alone or in conjunction with any such other company as aforesaid.
26. To adopt such means for making known the activities of the company interested or in any manner, by way of advertisements & publicity in the press, periodicals, magazines, slides, films, circulars, posters, calendars, show cards, playing cards, hoardings, radio & TV



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programme, exhibitions, sponsorship of games, tournaments & events, gifts and complementary, road shows, cultural and other programme or in any other manner that may be conducive to the company.

27. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings having similar objects and generally of any assets, property or rights.
28. To settle, promote, form, undertake or to execute any public charitable or welfare trust for the benefit of employees, ex-employees, directors, their dependents and general public or for the development and advancement of any activity in the field of education, healthcare, public welfare, science, for their benefit. Provided that the Company shall not support its funds or endeavor to impose on or procure to be observed by its members or any other negotiation or restriction which, if any, object of the company would make it trade union.
29. To act as an Educational Consultant, Advisor and provider of information or ratings, in respect of any Educational Institution and to carry out educational activity, women and children welfare programs, health program, awareness camps. To create, support, promote an institution with grant, loan and donations for delivering good education to the children in rural and urban areas.
30. To confer honorary awards and other distinctions and to establish professorships, lectureships or seats or faculties in any specific or general subject or branch or knowledge.
31. To provide playing fields, games, courts, recreation grounds and buildings, residential quarters, premises for students (boys and girls), teachers, staff of the school, educational institution, swimming pools and other accommodation in connection with sports, games and pastimes of all kinds at any school or educational institution owned by the company.
32. To promote, encourage, develop, maintain, organize, manage, operate, conduct & run, in India or abroad, computer training centers, data processing centers, computer coaching classes, computer consultancy, software development and consultancy, for all sorts of services related to computers, their maintenance, repairs, programming & operation for education, commerce, domestic public utility, defence, government, industry and other customers.
33. To support hospitals, dispensaries and to provide facilities free of charge/concessional pertaining to any disease or ailment to deserving financially weaker people & to conduct free / concessional health check-up camps, medical assistance, ambulance services & construct, run support dharmashalas, infirmaries, convalescent homes, old age homes, institution for blind, deaf & dumb & other handicapped persons attend mentally or physically, patients & their relatives, & to do anything generally for giving medical relief.
34. To work for creating awareness, training, implementation and promotion of Naturopathy, Ayurvedic and alternative Medicine Therapy in the society.
35. To give financial aid, food, medicines, clothes & homes to people affected by natural calamities and to construct, provide home and / or give financial assistance to financially weaker section of the society.
36. To distribution of free food and clothing to the poor and needy, setting up or helping by endowments or otherwise orphanage or poor house for the benefit of orphans and/or other deserving persons; render help for relieving distress improving health and advancing the economic, social of women, children, villagers, illiterates and backward and suppressed people.
37. To undertake, promote and sponsor rural development including any programme for promoting the social, cultural and economic welfare of or the uplift of the public in any rural area and to incur any expenditure for any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.
38. The association may undertake a programme for providing the facilities and/or Assistance for recreation or other leisure time occupation for the public at large who have need of such



facilities by reason of their Youth, Age infirmity of disablement, Poverty or Social and Economic circumstances at village halls, community centers and women institutes, and also to provide for the maintenance of grounds and buildings to be used for purpose of recreation and leisure time occupation, Creation, maintenance, supply or support of Gardens, Gymnasiums, Physicals, Culture Centers and other means of public recreation or the other leisure time occupation and advancement of health and hygiene.

39. To undertake, execute, carry out, promote, assist or give grant for any programme of Rural Development; to train or assist in getting trained persons for or give grant for implementing programmes for Rural Development and to set-up and/or run or assist in setting up and/or running institution for that purpose or to give grant to any institution for that purpose; To undertake, execute, carry out, promote, assist or give grants for social and/or economic welfare of or the uplift of the public in rural areas; To undertake, execute, carry out, promote, assist or give grant for any programme or project of rural growth or development; to assist in the execution and promotion of any programme of Rural Development or welfare which the Association can lawfully carry out either directly or through the agency of any person or in any other manner, and to incur expenditure on any such programme; To undertake, execute, carry out, promote or assist or give grant for any activity of or for the promotion and growth of the National Economy.
40. To apply to the Government, public bodies, Urban, Local, Municipal, District and other bodies, corporations, companies or other persons for and to accept grants of money, equipment, land, building, donations, gifts, subscriptions and other assistance with a view to promoting the objects of the company and to conform to any proper conditions on which such grants and other payments may be received.
41. To appeal, solicit, receive or accept any gift(s) or donation(s) or contribution(s) in cash or in kind from any person or persons or firm(s) or company or companies or others, on such terms and conditions and subject to the law of land for the furtherance of the objects of the company or for any one or more of them, not inconsistent with the objects and constitution of the Company and which may be acceptable to the Managing Committee.
42. To engage in the task of development of uplift of scheduled castes and tribes and backward communities and to establish, set up, conduct, aid, help or otherwise support agencies engaged in the aforesaid tasks.
43. To set up, conduct, aid, help or otherwise support gymnasiums, play-grounds, parks swimming pools, sports pavilions and other similar facilities for promoting, encouraging, stimulating and supporting cultural and sports activities.
44. To undertake, conduct, organize, aid, encourage and participate in, seminars, workshops, conferences, congresses, conventions, councils, tutorials, lecture series, and group discussions in India and abroad.
45. To retain or employ skilled professionals or advisors in connection with the objectives of the company and to pay professional fees those who are members of the Company.
46. To incorporate, float, form, constitute and promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for carrying on any activity which this Company is authorised to carry on or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
47. To give guarantee to bank, banking or none banking companies, individual, partnership or Organizations for success of the projects and for its payment like debt/loan.
48. To undertake all the activities related to Natural Resource Management, organize aid, encourage and participate in seminars, workshops, conferences, congresses, conventions, councils, tutorials, lecture series, and group discussions in India and abroad. To work in the field of the Environment for increasing the Carbon Credit with the help of Government, External & Internal Agencies and Individuals.



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49. To undertake the management, create awareness and building of the Old Age Home with the help of Government, External & Internal Agencies and Individuals. Provided that the Company shall not support with its funds or endeavor to impose on, or procure to be observed by, its member or others, any regulation or restriction which, if an object of the company, would make it a Trade Union.
- *Provided that the company shall not support with its fund or endeavor to impose on, or produce to be observed by, its members or others, any regulation or restriction which, if on object of the company, would make it a trade union.
- IV. The objects of the company extend to **all the states of India.**
- V. (i) The profits, if any, or other income and property of the company, when so ever derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum.
- (ii) No portion of the profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the company or to any one or more of them or to any persons claiming through any one or more of them.
- (iii) No remuneration or other benefit in money or money's worth shall be given by the company to any of its members, whether officers or members of the company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.
- (iv) Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.
- (v) Nothing in clauses (iii) and (iv) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;
- VI. No alteration shall be made to this memorandum of association or to the articles of association of the company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar of Companies, Gujarat.
- VII. The liability of the members is limited.
- VIII. The share capital of the company will consist of Rs. 1,00,000/- (Rupees One Lakhs Only) divided into 10,000 (Ten Thousand) shares of Rs.10/- (Ten) each.
- IX. True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the company for the time being in force, the accounts shall be open to the inspection of the members. Once at least in every year, the accounts of the company shall be examined and the correctness of the balance sheet and the income and expenditure account ascertained by one or more properly qualified auditor or auditors.
- X. If upon a 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.
- XI. The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.



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

Sr. No.	Name, Address, Description and Occupation of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature of the Subscribers		Name, Address, Description, Occupation & signature of the Witness
1.	Sonita Rishabhkumar Jain W/o. Rishabh Kumar Jain 11, Golden Tulip Bungalows, Shreyans Foundation, Manke Baugh, Satellite, Ahmedabad-380015 Individual Business	5000 (Five Thousand)	Sd/-		<p>I witness to all the Subscribers who have subscribed and signed in my presence, further I have verified their Identity details for their Identification & satisfaction of myself of their Identification particulars as filled in.</p> <p>Surendra Kumar Jindal S/o. Akshay Raj Jindal 301, Dhiraj Avenue, Ambawadi, Ahmedabad-380006 Chartered Accountant M. No.-101776 Sd/-</p>
2.	Vinjal Rishabh Jain D/o. Rishabhkumar Gayaprasad Jain 11, Golden Tulip Bungalows, Shreyans Foundation, Manke Baugh, Satellite, Ahmedabad-380015 Individual Business	5000 (Five Thousand)	Sd/-		
Total		10000 (Ten Thousand)			

Place : Ahmedabad
Date : 03/04/2018

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ARTICLES OF ASSOCIATION OF SWARNIM STARTUP FOUNDATION

- I. (1) In these regulations— (a) “the Act” means the Companies Act, 2013, (b) “the seal” means the common seal of the company.
- (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

- (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.
3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.
4. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
5. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least onethird of the issued shares of the class in question.
7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.



LIEN

9. (i) The company shall have a first and paramount lien—
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 - (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:
- (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
- Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:
- (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

Provided that no sale shall be made—

11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:
- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.
- (iii) A call may be revoked or postponed at the discretion of the Board.

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.
15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.



17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board—

- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

TRANSFER OF SHARES

19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
20. The Board may, subject to the right of appeal conferred by section 58 decline to register—
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the company has a lien.
21. The Board may decline to recognise any instrument of transfer unless—
- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (c) the instrument of transfer is in respect of only one class of shares.
22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

TRANSMISSION OF SHARES

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.



- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.


FORFEITURE OF SHARES

27. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
28. The notice aforesaid shall—
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
30. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
31. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.
- (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
32. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;



- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
 - (iii) The transferee shall thereupon be registered as the holder of the share; and
 - (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
33. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

34. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution, subject to the approval of Central Government.
35. Subject to the provisions of section 61, the company may, by ordinary resolution,—
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
36. Where shares are converted into stock,—
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:
Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
 - (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
 - (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.
37. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—
- (a) its share capital;
 - (b) any capital redemption reserve account; or
 - (c) any share premium account.
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GENERAL MEETINGS

38. All general meetings other than annual general meeting shall be called extraordinary general meeting.
39. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

40. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
41. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
42. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
43. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

ADJOURNMENT OF MEETING

44. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

45. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
 - (a) on a show of hands, every member present in person shall have one vote; and
 - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
46. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
47. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
48. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may vote by proxy.



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49. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
50. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
51. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

52. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
53. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
54. 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:

BOARD OF DIRECTORS

55. The First Directors of the Company are:
 1. SONITA RISHABH JAIN
 2. VINJAL RISHABH JAIN
56. The Board may pay all expenses incurred in getting up and registering the company and may be paid travelling, hotel and other expenses properly incurred by them.
57. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
58. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
59. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
60. Neither by way of monthly payment nor at specified percentage of the net profits of the Company or partly by one way and partly by the other way of remuneration will be paid to the directors of the company whether in whole time employment or any other manner associate with the company.
61. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.



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- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

PROCEEDINGS OF THE BOARD

62. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
63. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
64. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
65. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
66. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
67. (i) A committee may elect a Chairperson of its meetings.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
68. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
69. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
70. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.



**CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY
OR CHIEF FINANCIAL OFFICER**

71. Subject to the provisions of the Act,—

- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

72. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

THE SEAL

73. (i) The Board shall provide for the safe custody of the seal.

- (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

ACCOUNTS

74. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

REMUNERATION TO THE DIRECTORS

75. No remuneration will be payable to the directors of the company.

INDEMNITY

76. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

DIVIDENDS AND RESERVES



77. No dividend will be payable to the members.

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40766c644d6, cn=Ragin Ravindraba
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Date: 2024.10.10 10:45:46 +05'30



We, the several persons whose names and addresses and Descriptions are hereunder subscribed, below, are desirous of being formed into a company in pursuance of this Article of Association.

Sr. No.	Name, Address, Description and Occupation of the Subscribers	Signature of the Subscribers		Name and Signature of the witness and their Address, Description, Occupation
1.	Sonita Rishabhkumar Jain W/o. Rishabh Kumar Jain 11, Golden Tulip Bungalows, Shreyans Foundation, Manke Baugh, Satellite, Ahmedabad-380015 Individual Business	Sd/-		
2.	Vinjal Rishabh Jain D/o. Rishabhkumar Gayaprasad Jain 11, Golden Tulip Bungalows, Shreyans Foundation, Manke Baugh, Satellite, Ahmedabad-380015 Individual Business	Sd/-		<p>I witness to all the Subscribers who have subscribed and signed in my presence, further I have verified their Identity details for their Identification & satisfaction of myself of their Identification particulars as filled in.</p> <p>Surendra Kumar Jindal S/o. Akshay Raj Jindal 301, Dhiraj Avenue, Ambawadi, Ahmedabad-380006 Chartered Accountant M. No.-101776 Sd/-</p>

Place : Ahmedabad
Date : 03/04/2018

