FORM NO. INC-13

THE COMPANIES ACT, 2013 (COMPANY LIMITED BY SHARES)

UNDER SECTION 8 OF THE COMPANIES ACT, 2013

MEMORANDUM OF ASSOCIATION

OF

[1]STEM SHIKSHA FOUNDATION

I. The Name of the Company is "[2]STEM Shiksha Foundation."

II. The registered Office of the Company will be situated in the state of Maharashtra within the jurisdiction of the Registrar of Companies, Mumbai.

III. The Objects for which the Company is established are :

(A). [3]MAIN OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. The objects for which the Company is established to enable Science, Technology, Engineering and Math (STEM) education and research in India to train students in future focused skillsets. The secondary objective is to promote the pedagogy of Learning-by-Doing (active learning) and training in essential cognitive 'soft skills' among students.

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[1] *The name of the Company is changed from Sanatan Shiksha Foundation to Stem Shiksha Foundation vide special resolution passed at the extraordinary general meeting of the shareholders of the Company held on Thursday 19th June 2025.*

[2] *The name of the Company is changed from Sanatan Shiksha Foundation to Stem Shiksha Foundation vide special resolution passed at the extraordinary general meeting of the shareholders of the Company held on Thursday 19th June 2025.*

[3] *Existing clause III (A) 1 is deleted and substituted by the new clause III (A) vide Special resolution passed at the extra ordinary general meeting of the shareholders of the Company held on Thursday 19th June 2025.*

(B) [4]ANCILLARY OBJECTS OF THE COMPANY:

2. To collect funds through contributions, donations, subscriptions from its Societies and from public, philanthropists and government/non-government organizations and corporates to undertake the activities of society.

3. To plan, design, develop, sponsor, arrange, hold, conduct, deliver, organise meetings, conferences, lectures, programmes, presentations and participate in seminars, exhibitions, training programmes and other related activities, including those organised by others, and talks in furtherance of the objects of the Company and to sponsor, give certificates, prizes, scholarships, grants, awards or alike activities thereof.

4. To render services for all types of human resources and manpower requirements and consultancy including to employ, provide, arrange, hire, recruit, select, interview, guide, train, groom, develop all types of human resources and manpower, whether skilled or un-skilled, required by the Company or other persons, firms, companies, body corporate, industries and organizations and to pay or, as may be found fit, expedient, necessary or desirable, provide or arrange for payment to any or all of them, of such remuneration, salary, commission, incentives, ex-gratia or lump sum payment, as a token or in consideration of services rendered, and to provide all kinds of human resources and manpower consultancy services thereof.

5. To accept any bequest, gift, deposits, donation or subscription towards or to accumulate and provide a fund or an endowment and to invest the same and apply the income arising there from for any of the objects of the Company.

6. To publish research papers, books and documents and to sell, distribute the same to students, colleges, universities, libraries for the benefit of students and researchers.

[4]Clause III(B) has been altered/deleted/substituted vide special resolution passed at extra ordinary general meeting of the shareholders of the Company held on Thursday 19th June 2025.

- *a. Existing clauses from clause III (B) 2 to clause III (B) 16 are deleted.*
- *b. Existing clause III (B) 17 is renumbered as clause III (B) 2 and the said renumbered clause is deleted and substituted by the new clause.*
- *c. Existing clause III (B) 18 to Clause III (B) 22 is deleted.*
- *d. Existing clause III (B) 23 to clause III (B) 27 is renumbered as clause III (B) 3 to clause III (B) 7.*
- *e. Existing clause III (B) 28 is renumbered as clause III (B) 8 and the said renumbered clause is deleted and substituted by new clause III (B) 8.*
- *f. Existing clause III (B) 29 to clause III (B) 39 renumbered as clause III (B) 9 to clause III (B) 19.*
- *g. New Clause III (B) 20 to clause III (B) 25 added after the clause III (B) 19.*

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7. To organize, support, aid or otherwise assist in the holding of any media events or programmes or functions for the purpose of raising funds and to invest the same and apply the income arising there from for any of the objects of the Company.

8. To support, aid/assist or otherwise collaborate with other companies, societies, Associations, organizations or institutions having objects similar to this Company or engaged in similar activities and further research and set benchmarks on best practices in co-operation with such institutions, companies, foundations, societies, associations.

9. To make provision for and give awards to individuals, companies, societies, associations, organizations, institutions or persons for their outstanding contributions towards the cause of objects of Company.

10. To accumulate capital by way of appeals, soliciting, receiving or accepting donations, contributions, grants, gifts and the like either in cash or in kind from any person or persons, companies, societies, corporations, associations, or institutions for the objects of the company or for any one or more of them not inconsistent with the objects and constitution of the company.

11. To give donations in cash or in kind in connection with the objects of the company.

12. To enter into any arrangement for union of interest, co-operation, joint venture, reciprocal concession, or otherwise with any institutions or association of persons whether incorporated or not or company carrying on or engaged in any of the objects which this company is authorized to carry on.

13. To enter into contracts necessary or desirable for the conduct of the company's affairs, including contracts of indemnity or guarantee of any kind whatsoever.

14. To engage the services of Chartered Accountants, lawyers, bankers, advisors, valuers or any other experts, technical or otherwise, for attaining of the objects of the company.

15. To subscribe to, become a member of, co-operate with, give aid to any other society or company whether incorporated or not, whose objects are wholly or partly identical with or similar to those of the company and procure from and to communicate to any such society or company such information as may be likely to further the objects of the company.

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16. To promote and effect incorporation under the Companies Act, 2013 or under any other law for the time being in force or otherwise, of any company or companies or trust(s), or institution(s) or association(s) with similar objects as this Company and/or such public purpose as the company may think fit and expedient or to join with any person or persons in promotion or incorporation of such company or companies or trust(s) or institution(s) or association(s).

17. To purchase, construct, take on lease or on licence or in exchange or on hire or otherwise, acquire any kind of property and any rights or privileges which the company may think necessary for the purpose of its objects or may enhance the value of any other property of the company and in particular any land (freehold, leasehold or of other tenure) buildings, easements and on any such lands, to erect buildings or other structures for the purpose of the objects of the company and also for the residence and amenity of its officers, employees and staff members and also to purchase, take on lease or on hire or acquire by any other mode whatsoever any movable property including furniture, fixture, books, instruments, appliances and such other things for the purpose of the objects of the company.

18. To acquire from any Government, Central, State, Local or foreign or public body, or persons or authority, or from any private individual any concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the company capable of being turned to account.

19. To help any other body or institution to carry out similar social welfare objectives.

20. Subject to applicable law to borrow and secure the payment of money in such manner and on such terms as the Company may consider fit and to pledge, lien, mortgage, encumber or charge the property, assets or undertaking of the Company or the securities of the Company and all or any part thereof and any rights or interest therein, present or future, including called capital.

21. Subject to applicable law, to purchase, exchange or otherwise, any property and any rights or privileges therein which the Company may deem necessary or convenient for carrying on the main business of the Company.

22. To enter into any agreements, contracts, understandings or arrangements with companies or other organisations for technical, financial or any other assistance for carrying out all or any of the objects of the Company.

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23. To vest any movable or immovable property, tangible or intangible property, rights or interests required by or received or belonging to the Company, in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company

24. To apply for, obtain, purchase or otherwise and prolong and renew any patents, patent-rights, brevets, inventions, processes, scientific technical or other assistance, know-how and other information, copyrights, trademarks, licenses, concessions and the like rights or benefits, conferring an exclusive or nonexclusive or limited or unlimited right of use thereof, which may seem capable of being used for or in connection with the main objects of the Company or the acquisition or use of which may seem calculated directly or indirectly to benefit the Company on payment of any fee, royalty or other consideration and to use, exercise or develop the same under or grant licenses in respect thereof or otherwise deal with same and to spend money in experimenting upon testing or improving any such patents, inventions, right or concessions. To enter into any arrangements with any government or authorities, central, state, municipal, local or public body or otherwise any persons or companies that may seem conducive to the main objects of the Company.

25. To do all and everything necessary, suitable or proper for the accomplishment of any of the purpose or the attainment of any of the main objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other individual, firms or corporate, and to do every other act, thing, incidental appurtenant to or growing out of, connected with the aforesaid business or powers, or any, parts thereof.

    Provided that the company shall not support with its funds, or endeavour to impose on, or procure to be observed by its members or others, any regulation or restriction which, as an object of the company, would make it a trade union.

IV. The objects of the Company extend to all the states of India.

V. (a) 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.

(b) 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

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more of them.

(c) 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.

(d)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.

(e) 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.

VII. The liability of the member is limited.

VIII. The share capital of the company will consist of Rs. 1,00,000/- (One Lac only) divided into 10,000 (Ten Thousand) shares of rupees 10/- 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

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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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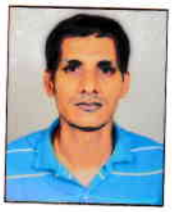
XII. We, the several persons, whose names, addresses descriptions and occupation are hereunto subscribed are desirous of being formed into a company not for profit, in pursuance of this memorandum of association:

Names, Address, Description and Occupation of each subscribers	Photo	Number of Shares subscribed by each shareholders	Signature of the subscriber	Name, Address, Description and Occupation of Witness
1. Name: Pushpraj Singh S/o. kaushal Prasad R/o. 103, M-wing, satellite Garden phase-2, Film City Road Occ : Goregaon(E), Mumbai-63 Professional		5000		witness to Subscriber No. 1 & 2 (Vijay Kumar Mishra) S/o. Shyam Sunder Mishra 116 Trinity, Dhobi Talao Mumbai - 400002 Practising Company Secretary M.No. F- 5023 further I have verified his other Identity Details (ID) for their identification and satisfied myself of his/her identification particulars as filled in.
2. Name: Poonam Singh S/o. Brijvasi Prasad Patel R/o. 103, M-wing, Satellite Garden, phase-2, filmcity Occ : Road, Goregaon(E), Mumbai - 63 House wife		5000		
		10,000		

Date- 08-01-2018
Place: mumbai

THE COMPANIES ACT, 2013

(COMPANY LIMITED BY SHARES)

UNDER SECTION 8 OF THE COMPANIES ACT, 2013

ARTICLES OF ASSOCIATION

OF

[1]STEM SHIKSHA FOUNDATION

PRELIMINARY

1. Subject as hereinafter provided the Regulations contained in Table 'F' in the Schedule I to the Companies Act, 2013 shall apply to the Company in interpretation VIZ clause 4,5,6,7,18, 36, 37, 38, 40, 41, 80, 81, 82, 83, 84, 85, 86 87, 88,89 of Table F be excluded in AOA, being section 8 company variation of voting rights, classes of shares, premium/issue/reductions/right Issue/ bonus issue/ buy back etc cannot be allowed.

INTERPRETATION

2. (1) In these Regulations:-

   (a) "Company" means Section 8 Company

   (b) "Office" means the Registered Office of the Company.

   (c) "Act" means the Companies Act, 2013, and any statutory modification thereof.

   (d) "Seal" means the Common Seal of the Company.

   (e) "Directors" means the Directors of the Company and includes persons occupying the position of the Directors by whether names called.

   (2) Unless the context otherwise requires words or expressions contained in these Articles shall be the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

[1] *The name of the Company is changed from Sanatan Shiksha Foundation to STEM Shiksha Foundation vide special resolution passed at the extraordinary general meeting of the shareholders of the Company held on Thursday 19th June 2025.*

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PRIVATE COMPANY

3. The Company is a 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 two hundred d; 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

(c) No invitation shall be issued to the public or subscribe for any securities of the Company.

(d) The Company may at any time by a Special Resolution convert itself into a company of any kind pursuant to section 8(4)(ii) of the Act and rule 21, 22 and 23 of the Companies Incorporation rule 2014.

SHARE CAPITAL

4 The Authorized Share Capital of the Company shall be such amounts And be divided into such shares as may, from time to time, be provided in Clause VIII of the Memorandum of Association with prior approval of Central Government

5. The certificate to share registered in the name of two or more person shall be delivered to first named person in the register and this shall be a sufficient delivery to all such holders.

6. (*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 whichit 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.

7. 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.

CALLS ON SHARES AND TRANSFER OF SHARES

8. The Directors are empowered to make call on members of any amount payable at a time fixed by them.

9. No transfer of shares shall be ma de or registered without the previous sanction of the Directors expect when the transfer is made by any member of the Company to another member or to a member's wife or child or children or his heirs and the Directors may decline to give such sanction without assigning any reason subject to Section 58 and 59 of the Act.

10. The Directors may refuse to register any transfer of shares (1) where the Company has a lien on the shares or (2) where the shares are not fully paid up shares, subject to Section 58 and 59 of the Companies Act, 2013.

11. Subject to Section 58 and 59 of the Act, the Directors may in their discretion, without assigning any reason, refuse to register the transfer of any shares to any person, whom it shall, in their opinion, be undesirable in the interest of the Company to admit to membership.

12. At the death of any members his or her shares be recognized as the property of his or her heirs upon production of reasonable evidence as may required by the Board of Directors.

13. The instrument o f transfer must be accompanied by the certificates of shares.

TRANSMISSION OF SHARES

14. (*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 recognized 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.

15. (*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.

16..(*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 no t occurred and the notice or transfer were a transfer signed by that member.

17. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the advantages to which he would been titled 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 monies payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

18. If a member fails to pay any call, or instalment 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 instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

19. 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 even t 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.

20. 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.

21. (*i*) A forfeited share may be sold or otherwise disposed of on such terms and In such manner as the Board may 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.

22. (*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.

23. A duly verified declaration in writing that the declared 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.

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.

24. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of Equity share, becomes payable at a fixed time, whether on account of the nominal value of the share as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

25. 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 with prior approval of Central Government.

GENERAL MEETINGS

26. All general meetings other than annual general meeting shall be called extraordinary general meeting.

27. (*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.

(iii) Any General Meeting may be called by giving to the members clear Twenty One days notice or a shorter notice, if consent thereto is given by members in accordance with the provisions laid down under section 101 and 102 of the Companies Act, 2013

PROCEEDINGS AT GENERAL MEETINGS

28. (*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.

29. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

30. 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.

31. 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.

32. (*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.

(i) 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.

(ii) 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 AND PROXY

33. 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

(*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.

34. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

35. (*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.

36. 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, on a poll, vote by proxy.

37. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.

38. 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.

39. (*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 s hall be final and conclusive.

40. 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.

41. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

42. 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 OF DIRECTORS

43. The number of Directors shall not be less than two and not more than fifteen.

44. The following shall be the First Directors of the Company.

1. MR. PUSHPRAJ SINGH

2. MRS. POONAM PUSHPRAJ SINGH

45. The Directors may from time to time, appoint one or more of their body to the office of the Managing Director for one or more of the divisions of the business carried on by the Company and to enter into agreement with him in such terms and conditions as they may deem fit.

46. Subject to the provisions of section 149, the Board of Directors, at any time and from time to time, to appoint any person as additional Director in addition to the existing Director so that the total number of Directors shall not at any time exceed the number fixed for Directors in these articles, Any Directors so appointed shall hold office only until the next following Annual General Meeting but shall be eligible thereof for election as Director.

47. If a Director, not being a member who is willing shall be called upon to perform

extra services or to make any special exertions for any of the purposes of the Company, the Company may remunerate him by monthly payment or by a fixed sum or by a percentage of profit or otherwise and such remuneration may be either in addition to or in substitution for his share in remuneration provided for a Director (not being a member) and also pay him any costs for travelling and other incidental charges as the Company may think fit.

48. The quorum necessary for the transaction, of the business of the Board meeting subject to Section 174 of the Act, shall be one third of the total strength or at least two whichever is higher. The participation of the directors by video conferencing or by other audio visual means shall also be count for the purpose of quorum.

49. Subject to section 175 of the Act, a resolution in writing signed by the Director except a resolution which the Act specifically required it to be passed at a Board meeting shall be effective for all purposes as a resolution passed at a meeting of Directors duly called, held and constituted.

PROCEEDINGS OF THE BOARD

50. (*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.

51. (*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.

52. 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.

53. (*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.

54. (*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.

55. (*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.

56. (*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.

57. 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.

58. 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

59. 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, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of are solution of the Board;

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

60. A provision of the Act or these regulations requiring or authorizing 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 plac e of, chief executive officer, manager, company secretary or chief financial officer.

COMMON SEAL

61. (a) The Common Seal of the Company may be made either of metal or of rubber as the directors may decide.

(b) The Board shall provide for the safe custodyy of the Company's Common Seal.

(c) The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorized by it in that behalf and except in the presence of at least one director who shall sigh every instruments to which the seal of the Company if so affixed. The share certificate will, however, be signed and Sealed in accordance with Rule prescribed by Central Government in this regard.

BORROWING POWERS

62. Subject to section 73 and 179 of the Companies Act. 2013, and Regulations made there under and Directions issued by the RBI the directors may, from time to time, raise or borrow any sums of money for and on behalf of the Company from the member or other persons, companies or banks or they may themselves advance money to the company on such interest as may be approved by the Directors.

63. The Directors may, from time to time, secure the payment of such money in such manner and upon such terms and conditions in all respects as they deem fit and in particular by the issue of bonds or

debentures or by pledge, mortgage, charge or any other security on all or any properties of the Company (both present and future) including its uncalled capital for the time being

ACCOUNTS

64. (a) The Board shall, from time to time, determine whether and to what extent and at what, times and places and under what conditions or regulation the accounts and books of the Company or any of them shall be open to the inspection of members (not being Director).

(b) No members (not being Director) shall have any right of inspecting any accounts or books of account of the Company except as conferred by law or authorized by the Board or by the Company in General Meeting.

65. The Directors shall in all respect comply with the provisions of Section 128,134, 137, 206, 207 and 208, of the Act, and profits and Loss Account, Balance Sheet and Auditors Report and every other document required by law to annexed or attached as the case may be, to the Balance Sheet, to be sent to every member and debenture holder of the Company and every trustee for the holders of the debentures issued by the Company at least twenty one days before the date of Annual general meeting of the Company at which they are to be laid, subject to the provisions of section 136 of the Act.

AUDIT

66. (a) The first Auditor of the Company shall be appointed by the Board of Directors within one month from the date of registration of the Company and the Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.

(b) At first annual General Meeting the Company shall appoint an Auditor to hold Office from the conclusion of the Meeting till the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every six meeting.

(c) The remuneration of the Auditor shall be fixed by the Company in the Annual General Meeting or in such manner as the Company in the Annual General Meeting may determine. In case of an Auditor appointed by the Board his remuneration shall be fixed by the Board.

WINDING UP

67. 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.

We, the several persons, whose names, addresses descriptions and occupation are hereunto subscribed are desirous of being formed into a company not for profit, in pursuance of this Article of Association:

Names, Address, Description and Occupation of each subscribers	Photo	Signature of the subscriber	Name, Address, Description and Occupation of Witness
1. Name: Pushpraj Singh S/o. Kaushal Prasad R/o. M-103, Satellite Garden Phase-2, Film city Road Goregaon Mumbai - 63 Occ : Self Employed		Psd S	WITNESS FOR BOTH PRATUL DUBE S/o GOVIND DUBE A/K & ASSOCIATES ANDHERI UNIVERSAL INDL PREMISES J P ROAD MUMBAI-400058 CHARTERED ACCOUNTANT
2. Name: Poonam Singh S/o. Brijvasi Patel R/o. M-103, Satellite garden Phase-2, Film City Road goregaon Mumbai-63 Occ : House Wife		Psingh	

further I have verified his or her Identity Details (ID) for their identification and satisfied myself of his or her identification particulars as filled in.

Date : 08/01/2018
Place : Mumbai