

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-34

SPICE AOA

(e-Articles of Association)

AOA language English Hindi

SRN of RUN

H41372590

Prefill

*Table F as notified under schedule I of the companies Act, 2013 is applicable to the company

CHAPANERKAR SAFFRON IMPEX PRIVATE LIMITED

A COMPANY LIMITED BY SHARES

Article No	Description
	<i>Interpretation</i>
<input type="checkbox"/>	<p>(1) In these regulations --</p> <p>(a) "the Act" means the Companies Act, 2013,</p> <p>(b) "the seal" means the common seal of the company.</p> <p>(2) "Board" or "Board of Directors" means Board of Directors of the Company, duly constituted, consisting of the Directors collectively and also includes a meeting of the Board, duly called and constituted, or as the case may be, the Directors assembled at a Board or the requisite number of Directors entitled to pass a circular resolution in accordance with Articles or the Directors of the Company collectively.</p> <p>(3) "Capital" means the Share Capital for the time being raised or to be raised for the purpose of the Company</p> <p>(4) "Directors" means a director appointed to the board of a company</p> <p>(5) "Dividend" includes bonus or interim dividend.</p> <p>(6) "In Writing" and "Written" include printing, lithography and other modes of representing or reproducing words in a visible form.</p> <p>(7) "Key Managerial Personnel", or KMP in relation to a company, means-</p> <p>i. the Chief Executive Officer or the managing director or the manager;</p> <p>ii. the Company Secretary</p> <p>iii. the Whole Time Director</p> <p>iv. the Chief Financial Officer; and</p> <p>v. Such other officer as may be prescribed.</p> <p>(8) "Month" means a calendar month.</p> <p>(9) "Office" means the registered office for the time being of the Company.</p> <p>(10) "Person" includes corporation and firms as well as individuals.</p> <p>(11) "Transfer" means a sale, transfer, pledge, encumbrance, lien or grant of any negative lien over, hypothecation and includes any agreement or arrangement for the exercise of any voting rights in respect of the shares of the Company or any other transfer or disposal of the Shares in any manner whatsoever.</p> <p>(12) Words imparting the masculine gender also include the feminine gender.</p> <p>(13) PRIVATE COMPANY</p> <p>The Company is a private Company within the meaning of Sections 2 (68) of the Companies Act, 2013 and accordingly:</p> <p>i) the right to transfer shares in the Company is restricted in the manner hereinafter contained</p> <p>ii) the number of members of the Company is limited to 200 excluding;</p> <p>(A) the persons who are in the employment of the Company and</p> <p>(B) persons who having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be the members after the employment ceased; provided that, for the purpose of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member;</p> <p>any invitation to the public to subscribe for any securities of the company be and is hereby prohibited;</p> <p>(14) Words imparting the singular number include, where the context admits or requires, the plural number and vice versa.</p> <p>Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context bear the same meaning in these Articles.</p> <p>(15) 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.</p>
	Share capital and variation of rights

<input type="checkbox"/>	<input checked="" type="checkbox"/>	II 1	Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. The Board may allot and issue shares in the Capital of the Company in payment or part payment for any property sold and transferred or for services rendered to the Company in or about the formation or promotion of the Company or the conduct of its business and any shares so allotted may be issued as fully paid up and/ or partly paid up shares.
<input type="checkbox"/>	<input type="checkbox"/>	2	(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, -- (a) one certificate for all his shares without payment of any charges; or (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first. (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon. (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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 one-third of the issued shares of the class in question.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7	The rights of the holders of any class of shares for the time being forming part of the capital of the Company may be modified, varied, affected, extended or surrendered either 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 such class.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	8	(i) 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. (ii) The Company may after complying with the provisions of the Companies Act 2013, and rules and regulation made thereunder, dematerialize its shares, partially or totally, by entering into an agreement with a depository. The Company may rematerialize its shares in physical form on a request initiated by the shareholder of the Company. (iii) If the shares are held in the name of two or more persons jointly, then the person first named in the Register of Members shall for all the purposes except voting and transfer, be deemed to be sole holder thereof. But the joint holders are severally and jointly liable for all purposes.
			<i>Lien</i>

<input type="checkbox"/>	<input type="checkbox"/>	9	<p>(i) The company shall have a first and paramount lien --</p> <p>(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</p> <p>(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:</p> <p>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.</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	10	<p>The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:</p> <p>Provided that no sale shall be made --</p> <p>(a) unless a sum in respect of which the lien exists is presently payable; or</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	11	<p>(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof</p> <p>(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	12	<p>(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.</p> <p>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.</p>
			<i>Calls on shares</i>
<input type="checkbox"/>	<input type="checkbox"/>	13	<p>(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:</p> <p>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.</p> <p>(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.</p> <p>(iii) A call may be revoked or postponed at the discretion of the Board.</p>
<input type="checkbox"/>	<input type="checkbox"/>	14	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
<input type="checkbox"/>	<input type="checkbox"/>	15	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
<input type="checkbox"/>	<input type="checkbox"/>	16	<p>(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.</p> <p>(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.</p>
<input type="checkbox"/>	<input type="checkbox"/>	17	<p>(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.</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	18	<p>The Board --</p> <p>(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</p> <p>(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</p>

			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
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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 (1) of section 56; (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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	22	(i) 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. (ii) A share may be transferred by a member or other person entitled to transfer to any member/ person selected by the transferor but save as provided by these Articles, no share shall be transferred to a person who is not a member so long as any member or any person selected by the Board of Directors as one to whom it is desirable in the interest of the Company to admit to membership, is willing to purchase the same. (iii) The person proposing to transfer any shares (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Board of Directors of the Company that he desires to transfer the same. Such notice shall constitute the Board of Directors of the Company his Agent for the sale of shares to a member of the Company or person selected by the Board at a price to be agreed upon between the proposing transferor and the purchaser and in default of such agreement to be fixed by the Auditors of the Company. The Transfer notice may include several shares and in such case shall operate as if it were a separate notice in respect of each share. The Transfer Notice shall not be revocable except with the consent of the Board of Directors. (iv) Every share specified in any transfer notice given to the Board of Directors of the Company pursuant to Article 22(iii) shall be offered to the member in such order as shall be determined by the Board and in such manner as the Board think fit. If no member is ready and willing to take up such share, it may be offered to any person selected by the Board of Directors as one to whom it is desirable in the interest of the Company to admit to the membership. (v) If the Board of Directors of the Company, shall, within the space of thirty days after being served with a notice by a proposing transferor of his intention to transfer the shares held by him find a member or person selected as aforesaid willing to purchase the shares (hereinafter called "The Purchaser") and give notice thereof to the proposing transferor, he shall be bound upon payment of the agreed price, to transfer the shares to the Purchaser. (vi) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the shares, the Board of Directors of the Company may receive the Purchase Money, and shall thereupon cause the name of Purchaser to be entered in the register as the holder of the shares, and shall hold the purchase money in trust for the proposing transferor. The receipt by the Board of Directors of the Company of the purchase money shall be a good discharge to the Purchaser, and after his name is entered in the register in the purported exercise of the aforesaid power, any person shall not question the validity of the proceedings. (vii) If the Board of Directors of the Company does not within the space of thirty days after being served with the transfer notice, find a member or person selected as aforesaid willing to purchase the shares or any of them give a notice in manner aforesaid, the proposing transferor shall at any time thereafter be at liberty, to sell and transfer the shares to any person at price which is not less than the agreed price. In the event proposing transferor decides to sell and transfer the share to any person at a price, which is lower than the agreed price, he is required to give notice in writing to the Board of Director. The Board of Directors shall have the first right of refusal and may exercise the said right by giving a proper notice in writing to the

			<p>proposing transferor within 30 days of notice to the Board. The process as specified in article 22(iv) to be followed to exercise the first right of refusal.</p> <p>(viii) Whenever any member of the Company, who is employed by the Company in any capacity, other than as a director, resigns or is dismissed or ceased from such employment, the directors, may, at any time shall within Fourteen (14) days after his resignation or dismissal or cessation, transfer his share or shares to any one nominated by the Board of directors, at a fair value to be fixed by the Auditors of the Company. Should the said member declines to transfer his share or shares, the Board of Directors of the Company may receive the purchase money and shall thereupon cause the name of the person nominated by the Board of Directors to be entered in the register as the holder of the shares, and shall hold the purchase money in trust for such retired or dismissed or ceased employee member and register the Purchaser as the holder of the share or shares. The receipt of the Board of Directors of the Company for the purchase money shall be a good discharge to the person nominated by the directors and after his name is entered in the register any person shall not question the register in purported exercise of the aforesaid power the validity of the proceedings.</p>
			Transmission of shares
<input type="checkbox"/>	<input type="checkbox"/>	23	<p>(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</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	24	<p>(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 --</p> <p>(a) to be registered himself as holder of the share; or</p> <p>(b) to make such transfer of the share as the deceased or insolvent member could have made.</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	25	<p>(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.</p> <p>(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	26	<p>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:</p> <p>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.</p>
			Forfeiture of shares
<input type="checkbox"/>	<input type="checkbox"/>	27	<p>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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	28	<p>The notice aforesaid shall --</p> <p>(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</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	29	<p>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.</p>

<input type="checkbox"/>	<input type="checkbox"/>	30	<p>(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.</p> <p>(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.</p>
<input type="checkbox"/>	<input type="checkbox"/>	31	<p>(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.</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	32	<p>(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;</p> <p>(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;</p> <p>(iii) The transferee shall thereupon be registered as the holder of the share; and</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Alteration of capital</i>
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	35	<p>Subject to the provisions of section 61, the company may, by ordinary resolution, --</p> <p>(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;</p> <p>(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;</p> <p>(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	36	<p>Where shares are converted into stock, --</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	37	<p>The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --</p> <p>(a) its share capital;</p> <p>(b) any capital redemption reserve account; or</p> <p>(c) any share premium account.</p>

		Capitalisation of profits	
<input type="checkbox"/>	<input type="checkbox"/>	38	<p>(i) The company in general meeting may, upon the recommendation of the Board, resolve --</p> <p>(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and</p> <p>(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> <p>(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards --</p> <p>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;</p> <p>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);</p> <p>(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;</p> <p>(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.</p>
<input type="checkbox"/>	<input type="checkbox"/>	39	<p>(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall --</p> <p>(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>(ii) The Board shall have power --</p> <p>(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and</p> <p>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;</p> <p>(iii) Any agreement made under such authority shall be effective and binding on such members.</p>
Buy-back of shares			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	40	<p>Notwithstanding anything contained in these articles, but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, at any time and from time to time, the Company may acquire, purchase, buy back, hold, resale any of its fully paid or redeemable shares or other specified securities and may make payment out of funds at its disposal for and in respect of such acquisition / purchase on such terms and conditions at such times as the Board may in its discretion and deem fit and such acquisition/ purchase shall not be construed as reduction of share capital of the Company.</p>
General meetings			
<input type="checkbox"/>	<input type="checkbox"/>	41	<p>All general meetings other than annual general meeting shall be called extraordinary general meeting.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.</p> <p>(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.</p> <p>(iii) A General Meeting of the Company, which shall be styled, as the Annual General Meeting shall be held at the intervals and in accordance with the provisions, hereinafter appearing. The First Annual General Meeting of the Company shall be held within a period of nine months from the closing of first financial year of the Company and the next Annual General Meeting of the Company shall be held within six months after the expiry of each financial year so that not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Every Annual General Meeting shall be called at a time, during business hours, on a day that is not a public holiday and shall be held either at the Registered Office of the Company or</p>

		42	<p>at some other place within the city, town or village in which the Registered Office of the Company is situated or outside India, and the notice calling the Meeting shall specify it as the Annual General Meeting.</p> <p>(iv) Provisions of Section 101 to 107 and provisions of Section 109 of the Act, shall not apply to the company, to the extent the same are stated in the foregoing articles.</p> <p>(v) Any General Meeting of the Company may be called by giving not less than seven days' clear notice in writing to all members entitled to receive the same specifying the place, date, day and hour of the meeting along with a statement of the business to be transacted</p> <p>(vi) The accidental omission to give any such notice to or the non-receipt of such notice by any of the members to whom it should be given shall not invalidate any resolution passed or proceeding held at any meetings.</p> <p>(vii) A General meeting may be held through videoconferencing or teleconferencing or any other electronic media, subject to restrictions and provisions of the Act.</p>
			Proceedings at general meetings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	43	Two (2) members present personally, or in case any of such two members are a body corporate, by the representative appointed and entitled to vote shall be the quorum for all-purpose at any General Meeting.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	44	Every General Meeting, duly constituted, shall be chaired by the Chairperson of the Board, if any or other director or member as may be agreed upon and shall decide on any business by majority. In case of equality of votes, Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	45	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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	46	<p>(i) A General Meeting of the Company, which shall be styled, as the Annual General Meeting shall be held at the intervals and in accordance with the provisions, hereinafter appearing. The First Annual General Meeting of the Company shall be held within a period of nine months from the closing of first financial year of the Company and the next Annual General Meeting of the Company shall be held within six months after the expiry of each financial year so that not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Every Annual General Meeting shall be called at a time, during business hours, on a day that is not a public holiday and shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situated or outside India, and the notice calling the Meeting shall specify it as the Annual General Meeting.</p> <p>(ii) Provisions of Section 101 to 107 and provisions of Section 109 of the Act, shall not apply to the company, to the extent the same are stated in the foregoing articles.</p> <p>(iii) Any General Meeting of the Company may be called by giving not less than seven days' clear notice in writing to all members entitled to receive the same specifying the place, date, day and hour of the meeting along with a statement of the business to be transacted</p> <p>(iv) The accidental omission to give any such notice to or the non-receipt of such notice by any of the members to whom it should be given shall not invalidate any resolution passed or proceeding held at any meetings.</p> <p>(v) An explanatory statement in respect of special items of business under Section 102 of the Companies Act, 2013 shall not be required to be annexed to or sent with any notice of any General Meeting.</p> <p>(vi) A General meeting may be held through videoconferencing or teleconferencing or any other electronic media, subject to restrictions and provisions of the Act.</p>
			Adjournment of meeting
<input type="checkbox"/>	<input type="checkbox"/>	47	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>

			Voting rights
<input type="checkbox"/>	<input type="checkbox"/>	48	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.
<input type="checkbox"/>	<input type="checkbox"/>	49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	50	(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.
<input type="checkbox"/>	<input type="checkbox"/>	51	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.
<input type="checkbox"/>	<input type="checkbox"/>	52	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>	53	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
<input type="checkbox"/>	<input type="checkbox"/>	54	(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.
			Proxy
<input type="checkbox"/>	<input type="checkbox"/>	55	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.
<input type="checkbox"/>	<input type="checkbox"/>	56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
<input type="checkbox"/>	<input type="checkbox"/>	57	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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	Until otherwise decided by General Meeting, the number of Directors shall not be less than two or more than fifteen. The first Directors of the Company shall be the following persons: 1.SUDHIR UTTAMRAO CHAPNERKAR S/O UTTAMRAO CHAPNERKAR 2.SANGITA SUDHIR CHAPANERKAR S/O VINAYAK GANGADHAR SONAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	59	(i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them -- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or (b) in connection with the business of the company. (iii) The Director may be paid sitting fees not exceeding as may be prescribed under the Act from time to time per meeting, as may be fixed from time to time by the Board for attending the meeting of the Board or of any sub-committee thereof in addition to the reimbursement of actual expenses incurred for attending the meeting
<input type="checkbox"/>	<input type="checkbox"/>	60	The Board may pay all expenses incurred in getting up and registering the company.

<input type="checkbox"/>	<input type="checkbox"/>	61	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.
<input type="checkbox"/>	<input type="checkbox"/>	62	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
<input type="checkbox"/>	<input type="checkbox"/>	63	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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	64	<p>(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.</p> <p>(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.</p> <p>(iii) Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than two and not be more than fifteen including directors nominated by financial institutions or by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.</p> <p>(iv) The directors shall not be liable to retire by rotation unless resolved otherwise. The directors other than those not liable to retire by rotation, shall retire at every annual general meeting of the Company pursuant to provisions of section 152 of the Companies Act, 2013 and shall be eligible for being reappointed unless decided otherwise.</p> <p>(v) The Board shall be entitled to appoint any one or more of them as Managing/ Executive/ Financial/ Special/ Technical/ Whole Time Director/ Key Managerial Personnel or such other designated Whole Time Directors whose terms of appointment including remuneration, if any shall be as may be decided by the Board, subject to the provisions of the Act. Managing Director is entitled to be appointed as Chairperson of the Company.</p> <p>(vi) Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in section 179 thereof, the Board may from time to time entrust to and confer upon a Whole Time Director or Executive Director or Managing Director or Key Managerial Personnel for the time being such of the powers exercisable under these articles by the directors as they may think fit, and may confer such power for such time, and to be exercised for such objects and purposes and upon such times and conditions and with such restrictions as they think fit; and they may confer such powers, either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf; and from time to time revoke, withdraw, alter or vary all or any of such powers.</p> <p>(vii) The Directors may appoint any person to be an Alternate Director to act for a Director during his absence for a period of not less than three months from India and such appointment shall have effect and such appointee whilst he holds office as an Alternate Director shall be entitled to notice of Meetings of the Directors and to attend and vote thereat accordingly but he shall ipso facto vacate office if and when the original Director returns to India or vacates Office as a Director.</p> <p>(viii) The Board may from time to time in pursuance of the provisions of any law for the time being in force or any agreement appoint any person as a Director nominated by any institution (hereinafter called Nominee Director) and may agree that the Nominee Director shall not be liable to retire by rotation and need not possess any qualification shares to qualify him for the office of such Director. The Nominating Institution may at any time and from time to time remove such Nominee Director appointed by it and may at the time of such removal and also in the case of death or resignation of the person so appointed, at any time, appoint any other person as a Nominee Director in his place. Such appointment or removal shall be made in writing signed by the Chairperson of the Nominating Institution or Director or any authorized officers thereof and shall be delivered to the Company at its Registered Office. It is clarified that every Nominating Institution entitled to appoint a Director under this Article may appoint one such person as Director and so that if more than one Nominating Institutions are so entitled there may be at any time, subject to the provisions of Article 64(iii) as many Nominee Directors as the Nominating Institutions eligible to make the appointment.</p> <p>(ix) Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside of the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profit, fees or otherwise as the Directors may determine.</p>
			Proceedings of the Board

<input type="checkbox"/>	<input type="checkbox"/>	65	(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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	66	Every Board Meeting, duly constituted, shall be chaired by the Chairperson as may be appointed by the Board, or other Director as may be agreed upon and shall decide on any business by majority. Each Director shall have one vote and in the event of a tie the Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	67	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.
<input type="checkbox"/>	<input type="checkbox"/>	68	(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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	69	The Board may subject to Section 179 of the Act delegate any of its powers to a committee of the Board, constituted as may be decided and such committee meetings shall be governed in the same manner as that of Board Meetings.
<input type="checkbox"/>	<input type="checkbox"/>	70	(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.
<input type="checkbox"/>	<input type="checkbox"/>	71	(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
<input type="checkbox"/>	<input type="checkbox"/>	72	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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	73	(i) The first Board meeting of its Board of Directors shall be held within 30 days of the date of its incorporation & thereafter for the dispatch of business from time to time the Board shall meet at least 4 times in a year & there shall not be a gap of more than 120 days between two meetings subject to relaxation provided in Section 173 of the Act for small company. Every such Board Meeting shall be called by giving seven days' notice in writing by personally or through post, registered post, speed post, courier or by delivering to his address or by electronic mode. (ii) A Board meeting may be held through videoconferencing or any other audio visual means, subject to restrictions and compliances of the provisions of the Act. (iii) The Quorum for a board meeting shall be one-third of its total strength or two directors whichever is higher and participation of the directors through video conferencing or by other audio visual means shall be counted for the purpose of quorum. (iv) The Board may pass resolution by circulation provided the resolution has been duly circulated in draft, together with the necessary papers, if any, to all the directors and has been approved by majority of directors, as are entitled to vote on the resolution. (v) Subject to the provisions of the Act, directors may directly or indirectly enter into contract with the Company. (vi) 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
<input type="checkbox"/>	<input type="checkbox"/>	74	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 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
<input type="checkbox"/>	<input type="checkbox"/>	75	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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	76	The Board shall provide for a Common Seal of the Company and for the safe custody for the same. The company shall have power from time to time to destroy the same and substitute a new seal in lieu thereof. Seal shall be used only with the authority of the Board and be affixed on any instrument in the presence of a director or Key Managerial Personnel or such other persons as may be authorized/ appointed.
			Dividends and Reserve
<input type="checkbox"/>	<input checked="" type="checkbox"/>	77	Subject to the provisions of the Act, the dividend shall be paid out of profits at the rate declared at the General Meeting but not exceeding as recommended by the Board in proportion to the capital paid up on shares after providing for depreciation.
<input type="checkbox"/>	<input type="checkbox"/>	78	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
<input type="checkbox"/>	<input type="checkbox"/>	79	(i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit. (ii) The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve
<input type="checkbox"/>	<input type="checkbox"/>	80	(i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares. (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
<input type="checkbox"/>	<input type="checkbox"/>	81	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
<input type="checkbox"/>	<input type="checkbox"/>	82	(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
<input type="checkbox"/>	<input type="checkbox"/>	83	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
<input type="checkbox"/>	<input type="checkbox"/>	84	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
<input type="checkbox"/>	<input type="checkbox"/>	85	No dividend shall bear interest against the company.
			Accounts
<input type="checkbox"/>	<input checked="" type="checkbox"/>		(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

		86	<p>company except as conferred by law or authorised by the Board or by the company in general meeting.</p> <p>(iii) As per provisions of the Act, Board shall cause to be prepared and placed before the Company in the Annual General Meeting, financial statement copy of which should be sent to all the members and persons entitled thereto, by post or courier or through electronic mail or any other mode of communication to the members, subject to provisions of the Act.</p>
			Winding up
<input type="checkbox"/>	<input type="checkbox"/>	87	<p>Subject to the provisions of Chapter XX of the Act and rules made thereunder --</p> <p>(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.</p> <p>(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.</p> <p>(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</p>
			Indemnity
<input type="checkbox"/>	<input type="checkbox"/>	88	<p>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.</p>
<input checked="" type="checkbox"/>		89	<p style="text-align: center;">Others</p> <p>SECRECY</p> <p>1. Every Director, Key Managerial Personnel, Secretary, Auditor, Executor, Trustee, Agent, Consultant or any other officer or employee of the Company shall, if so required by the Directors, before entering upon duties, sign a declaration pledging to observe a strict secrecy restriction respecting all the affairs of the Company.</p> <p>2. Subject as conferred by law no member not being a Director shall be entitled to visit or inspect any accounts, books, documents or works or premises or office of the Company without the permission of the Board of Directors or require discovery of any of Company' trade secrets process or any other matter which would in the opinion of the Directors be expedient in the interest of the Company not to disclose.</p>

Subscriber Details

S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	SANGITA SUDHIR CHAPANERKAR, LODHA BUILDING, SHIVAJI ROAD, WARD -4, SHRIRAMPUR, AHMEDNAGAR, PIN - 413709, MAHARASHTRA, INDIA. OCCUPATION - BUSINESS PERSON GOLD SMITH	AFOPC9646P	PUNE	SANGITA SUDHIR CHAPANERKAR	05/02/2019
2	SUDHIR UTTAMRAO CHAPNERKAR, LODHA BUILDING, SHIVAJI ROAD, WARD -4, SHRIRAMPUR, AHMEDNAGAR, PIN - 413709, MAHARASHTRA, INDIA. OCCUPATION - BUSINESS PERSON GOLD SMITH	ABAPC7364C	PUNE	SUDHIR UTTAMRAO CHAPNERKAR	05/02/2019

Signed Before Me

Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
FCA ANAND PANDE	ADD: OFFICE. NO-7, BRUBHAVAN CO OP HSGSOC, PLOT-NO.16, S.NO-562 SALUNKE VIHAR ROAD KONDHWA. OCCUPATION - PROFESSIONAL	129320	PUNE	ANAND PRAVIN PANDE	05/02/2019

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