



AGARWAL FORTUNE INDIA LIMITED

(Formerly known as Devki Leasing and Finance Limited)

CIN: L74110RJ1993PLC085542

Date: January 06th , 2023

To,
The Manager, Listing Department
Bombay Stock Exchange Limited (BSE)
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort
Mumbai- 400001

SCRIPT CODE- 530765. SCRIIP NAME: AGARWAL

Dear Sir,

Sub: Change in Registered Office Address, Change in CIN and consequential amendments to Memorandum and Articles of Association.

This is in continuation with our letter dated 23/11/2022, intimating confirmation of the Regional Director (North Western Region), Ahmedabad for shifting of Registered Office from Indore, Madhya Pradesh to State of Rajasthan and alteration of the Registered Office Clause of the Memorandum of Association of the Company.

The new address of the Company is as below:

AGARWAL FORTUNE INDIA LIMITED

S-9-A, 2nd Floor, Sagar Ratna, Gopalpura Bypass Road,
Shri Gopal Nagar, Jaipur,
Rajasthan, India, 302019.

The change in the registered office has been registered by the Registrar of Companies, Jaipur vide Certification of Registration dated December 30, 2022 and allotted new Corporate Identification Number to the Company i.e. **L74110RJ1993PLC085542**.

Please find attached herewith a copy of the Certificate of Registration dated December 30, 2022 and the amended copy of the Memorandum & Articles of Association of the Company, consequent to change in its registered office.

We request you to take the same on record.

Thanking You,
Yours faithfully,

For AGARWAL FORTUNE INDIA LIMITED

**Aditi
Parmar**

Aditi Parmar
(Company Secretary & Compliance Officer)
Membership No.- A37301

Enclosed : As above



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

G/6-7, Second Floor Residency Area, Jaipur, Rajasthan, India, 302001

Corporate Identity Number: L74110RJ1993PLC085542

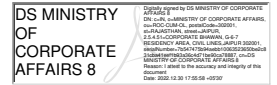
SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s AGARWAL FORTUNE INDIA LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Madhya Pradesh to the Rajasthan and such alteration having been confirmed by an order of Regional Director bearing the date 18/11/2022.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Jaipur this Thirtieth day of December Two thousand twenty-two.



S RAJKUMAR

Registrar of Companies

RoC - Jaipur

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

AGARWAL FORTUNE INDIA LIMITED

S-9-A, 2nd Floor, Sagar Ratna, Gopalpura Bypass Road, Shri Gopal Nagar,
JAIPUR, Jaipur, Rajasthan, India, 302019



For AGARWAL FORTUNE INDIA LIMITED

Managing Director



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Gwalior
3rd Floor, A'Block Sanjay Complex, Madhya Pradesh, India, 474009

Corporate Identity Number: L74110MP1993PLC007522

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The shareholders of M/s DEVKI LEASING AND FINANCE LTD having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 25-08-2022 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at null this Fifth day of September Two thousand twenty-two.

DS MINISTRY OF
CORPORATE
AFFAIRS 05 01

MUKESH KUMAR SONI

Registrar of Companies

RoC - Gwalior

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

DEVKI LEASING AND FINANCE LTD

"VELOCITY", 18-A SCHEME NO 94 C,, RING ROAD, INDORE, Madhya
Pradesh, India, 452008



For AGARWAL FORTUNE INDIA LIMITED


Managing Director



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
3rd Floor, A'Block Sanjay Complex, Madhya Pradesh, India, 474009

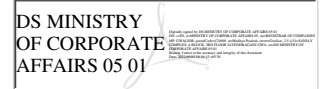
Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): L74110MP1993PLC007522

I hereby certify that the name of the company has been changed from DEVKI LEASING AND FINANCE LTD to AGARWAL FORTUNE INDIA LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name DEVKI LEASING AND FINANCE LTD.

Given under my hand at null this Fifth day of September two thousand twenty-two.



MUKESH KUMAR SONI

Registrar of Companies
RoC - Gwalior

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

AGARWAL FORTUNE INDIA LIMITED

"VELOCITY", 18-A SCHEME NO 94 C., RING ROAD, INDORE, Madhya Pradesh, India, 452008



For AGARWAL FORTUNE INDIA LIMITED

Managing Director

भारत सरकार-कम्पनी कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, मध्य प्रदेश एवं छत्तीसगढ़

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कार्पोरेट पहचान संख्या : L65921MP1993PLC007522

मैसर्स DEVKI LEASING AND FINANCE LTD

के अंशधारकों ने दिनांक 25/09/2006 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मेरे हस्ताक्षर द्वारा ग्वालियर में यह प्रमाण-पत्र, आज दिनांक बाईस मार्च दो हजार सात को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF COMPANY AFFAIRS
Registrar of Companies, Madhya Pradesh and Chattisgarh

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object
Clause(s)

Corporate Identity Number : L65921MP1993PLC007522

The share holders of M/s DEVKI LEASING AND FINANCE LTD having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 25/09/2006 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Gwalior this Twenty Second day of March Two Thousand Seven.

For AGARWAL FORTUNE INDIA LIMITED

Managing Director

(KARTAR SINGH)
कम्पनी रजिस्ट्रार/
Registrar of Companies
मध्य प्रदेश एवं छत्तीसगढ़
Madhya Pradesh and Chattisgarh



Company No. 7522

[कम्पनी अधिनियम, 1956 की धारा 18 (1)]
[Section 18(1) of Companies Act, 1956]

उद्देश्यों के परिवर्तन की पुष्टि करने वाले न्यायालय के आदेश
के रजिस्ट्रीकरण का प्रमाण पत्र

CERTIFICATE OF REGISTRATION OF ORDER OF COURT C.L.B.
CONFIRMING ALTERATION OF OBJECTS

..... ने विशेष
संकल्प द्वारा उद्देश्यों की वास्तव अपने संगम-ज्ञापन, उपबन्धों में परिवर्तन कर दिया है और ऐसे परिवर्तन
की तारीख के आदेश द्वारा
पुष्टि कर दी गई है ?

The Devki Leasing and Finance Limited having
by special resolution altered the provisions of its Memorandum of Association with respect
to its objects and such alterations having been confirmed by an order of Company
Law Board, Western Region Bench, Bombay
..... bearing
dated the 28th July, 1995

मैं एतद्वारा प्रमाणित करता हूँ कि उक्त आदेश की प्रमाणित प्रति यथापरिवर्तित संगम-ज्ञापन
की मुद्रित प्रति सहित इस दिन रजिस्ट्रीकृत कर दी गई है।

I hereby certify that certified copy of the said order together with the printed copy of
the Memorandum of Association as altered has this day been registered.

मेरे हस्ताक्षर से उन्नीसवीं और तारीख की तारीख
को दिया गया।

Given under my hand at Qualior this Twenty third
day of June One thousand nine hundred and Ninety Seven



(J. N. TIKKU)
कम्पनी रजिस्ट्रार
भारत, न्यायिक

For AGARWAL FORTUNE INDIA LIMITED

Managing Director



Company No. **10-07522**.....

**CERTIFICATE OF CHANGE OF NAME
IN THE OFFICE OF THE REGISTRAR OF COMPANIES,
MADHYA PRADESH, GWALIOR
UNDER THE COMPANIES ACT, 1956.**

IN THE MATTER OF **Devki Leasing And Finance
Private Limited.**

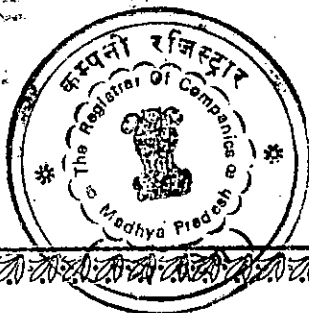
I do hereby certify that pursuant to the provisions of Section 23 of the Companies Act, 1956 and the Special Resolution passed by the Company at its ~~XXXXXX~~ /Extra-ordinary General Meeting held on **23rd August, 1994**.....the name of


Devki Leasing And Finance Private Limited.

has this day been, changed to **Devki Leasing And Finance Limited.**


And that the said Company has been duly incorporated as a Company under the provisions of the said Act.

Given under my hand at GWALIOR this **Twelfth**.....
day of **September**.....one thousand nine hundred and **Ninety Four**




(HAR LAL)
Registrar of Companies,
Madhya Pradesh, Gwalior.
मध्य प्रदेश ग्वालियर

For AGARWAL FORTUNE INDIA LIMITED


Managing Director

प्राक्स आई. आर.

FORM I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता.....का. सं.....

NO. 10-17522 OF 1993

मैं एतद् द्वारा प्रमाणित करता हू कि
देवकी लीजिंग एन्ड फायनेन्स प्रायवेट लिमिटेड
कम्पनी अधिनियम १९५६ (१९५६ का १) के अधीन निगमित की गई है और
यह कम्पनी परिसीमित है

I hereby certify that

DEVKI LEASING AND FINANCE PRIVATE LIMITED

is this day incorporated under the Companies Act, 1956

(No. 1 of 1956) and that the Company is limited by shares.

मेरे हस्ताक्षर से आज तारीख २६ माघ शक उन्नीस सौ चौदह को दिया गया.

Given under my hand at GWALIOR this FIFTEENTH day of FEBRUARY One thousand
nine hundred NINETY THREE.



For AGARWAL FORTUNE INDIA LIMITED


Managing Director

Sd/-

(B. N. HARISH)

Registrar of Companies
Madhya Pradesh, Gwalior

**THE COMPANIES ACT 1956
(A COMPANY LIMITED BY SHARES)**

MEMORANDUM OF ASSOCIATION

**OF
AGARWAL FORTUNE INDIA LIMITED**

- I. The name of the Company is **AGARWAL FORTUNE INDIA LIMITED**
- II. The Registered Office of the Company will be situated in the State of Rajasthan.
- III. The objects for which the Company is established are:-

A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-

1. To carry on the business of buying, selling, processing, crafting, importing, manufacturing, exporting, and/or otherwise dealing in different types or grade quality of glasses and mirror, i.e. float glasses, toughened glasses, safety glasses, processed glasses, architectural glasses, stain glasses, screen glasses, beveled glasses, antique glasses, reflective glasses, lead crystal glasses, cast glasses, decorative mirrors, cut glasses, curved (Bend) glasses, layered glasses, fuced glasses, insulating glasses, fiber glasses, glass-bricks, gift articles of glass accessories, flat glasses and mirrors and decorative glasses products, glass wares, automobile glasses, sheet float and plate glasses, welding glasses, coloured glasses, glass doors and fittings, scraps of all types of glasses and other powders, pastes, and all types of glasses articles or products.
2. To carry on the business as traders, distributors, agents, manufacturers, , importers and exporters of or dealers in products, goods, articles, items, accessories, of whatsoever kind, nature or description, and further whether of commercial, industrial or household use or purpose, made of glasses, mirror, float glasses, toughened glasses, safety glasses, processed glasses, stain glasses, screen glasses, beveled glasses, antique glasses, reflective glasses, lead crystal glasses, cast glasses, decorative mirrors, cut glasses, curved (Bend) glasses, layered glasses, fuced glasses, insulating glasses, fiber glasses, glass-bricks, all types of glass articles or products.
3. To carry on the business of providing technical consultancy services, advisory services and Undertake erection, maintenance overhauling of all types of glasses, various flat glasses and mirrors and decorative glass products, glass wares, automobile glasses, sheet float and plate glass, welding glass, coloured glasses, glass doors and fittings and all types of glass articles or products.
4. To carry on the business as transporters, providing transporting vehicles for goods, articles or things on routes and lines subject to law in force through all sorts of carries like trucks, lorries, trawlers, dumpers, coaches, tankers, tractors, haulers, jeeps, trailers, motor buses, omnibuses, motor taxis, and so on.

B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE.

5. To advertise and adopt means of making known the main business activities of the Company or any articles or goods traded or dealt in by the Company in any way as may be expedient including posting or bills in relation there to and the issue of circulars, books pamphlets and price lists and the conducting of competitions, exhibitions, demonstrations and the giving of prizes, rewards and donations.
6. To apply for, purchase or otherwise acquire and protect, prolong and renew trademarks, trade

For AGARWAL FORTUNE INDIA LIMITED

Managing Director

names, designs, patent, patent rights brevets, inventions, licenses, protections and concessions which may appear likely to be advantageous or useful to the Company and to spend money in experimenting and testing and improving or seeking to improve any patents, inventions or rights, which the Company may acquire or propose to acquire or develop.

7. To enter into partnership or into any arrangement for sharing of profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, firm or Company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company and to guarantee the contracts or otherwise assist any person firm or Company and to take or otherwise acquire and hold shares or securities of any such person, firm or Company and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares and securities.
8. To enter into any agreement with any Government or State Authority, Municipal Local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government or State Authority, any rights privilege and concessions, grants which may seem conclusive to the Company main objects.
9. To purchase or otherwise acquire and undertake the whole or any part of the business property, rights and liabilities of any person, firm or Company carrying on any business which this Company is authorised to carry on and to purchase, acquire, apply for hold, sell and deal in shares, stock, debenture or debenture stock of any person, firm or Company and to conduct, make or carry into effect any arrangement in regard to the winding up of the business of any such person, firm or Company.
10. To construct, acquire, establish, provide maintain and administer factories, estates, buildings, water reservoirs, sheds channels, pumping installations, generating installations, pipelines, garages storages and accommodation of all kinds in connection with the main business of the Company.
11. To apply for, tender, purchase or otherwise acquire and contracts and concessions for or in relation to the construction, erection, equipment, improvement, management, administration or control or works and conveniences and to undertake, execute, carry out, dispose of the same.
12. Subject to the provisions of the Companies Act, 1956, to buy, obtain on lease or otherwise acquire Lands, buildings and other immovable properties, necessary for carrying on the main objects and to sell, lease, mortgage or hypothecate or otherwise dispose of all or any of the properties and assets of the Company on such terms and conditions as the Company may determine.
13. Subject to the provisions of Section 391, 392, 393 and 394 of the companies Act, 1956, to Amalgamate with any Company or Companies having objects altogether or in parts similar to those of this Company.
14. Subjects to the provisions of the Companies Act. 1956, to incur or pay out of the funds of the Company to the promoters and others if any, all the costs, charges and expenses with respect to the promotion formation, registration and establishment of the Company and all other expenses including interest on the funds invested by them at such rates as the Directors may deem fit and reimbursements of deposits, advance for purchase, expenses for negotiation, contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
15. Subject to Section 293A, 293B and 314 of the Act, to remunerate or make donations (by cash or in kind or by the allotment of fully or partly paid up shares or by call or option on shares, debentures debenture stock, securities of this or any other Company or in any other manner) whether out of the Company's capital, profits or otherwise to any person or firm or company for services rendered or to be rendered in introducing any property or business of the Company.
16. To draw, make, issue, accept and to endorse discount and negotiate promissory notes, hundies, Bills of exchange, bills of lading, delivery orders, warrants certificates and such other negotiable commercial and Mercantile instruments of all types connected with the main business of the Company.

For AGARWAL FORTUNE INDIA LIMITED

Managing Director

17. To open accounts with any individual, firm or Company or with any bank or banks and to pay into And withdraw monies from such account or accounts.
18. Subject to the provisions of the Companies act, 1956, to invest, apply for and acquire or otherwise employ monies belonging to, entrusted to or at the disposal of the Company upon securities and shares with or without security upon such terms as may be proper and, from time to time, vary such transactions in such manner as may, from time to time, be determined by the Company.
19. To lend or deposit monies belonging lo or entrusted to or placed at the disposal of the Company to any person or Company and in particular, to customers and others having dealings with the Company with or without security, upon such terms as may be thought proper and guarantee the performance of contracts of such person or Company but not to do the business of banking as defined in the Banking Regulations Act. 1949.
20. To make advances upon or for the purchase of materials, goods, machinery, stores and such other Articles or services required for the main business of the Company.
21. To borrow or raise money with or without security or to receive money on deposit at interest or otherwise in such manner as the Company may think fit and in particular, by the issue of preference shares or stock of any kind or description, debenture or debenture stock, perpetual or otherwise including debentures or debenture stock, convertible into shares of this or any other Company and to offer as security for any such money so borrowed, raised or received lo mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company, present or future, including, its uncalled capital and to purchase redeem or pay off such securities . The acceptance of deposits if any, by the Company shall be subject to provisions of Sections 53A and 292 of the Companies Act,1956 and the Rules framed there under and Directives of the Reserve Bank of India.
22. To sell, mortgage, assign or lease and, in any other such manner, dispose of the undertaking, Properties of the Company or any part thereof, whether movable or immovable for such consideration as the Company may think fit and in particular, for shares, debentures or other securities of any other such Company having main objects altogether or In part similar to those of this Company.
23. To improve, manage, work, develop, alter, exchange, mortgage, lease, or abandon all or any part of the properties, rights and concessions of the Company.
24. To provide for the welfare of the employee or ex-employees of the Company or their wives, families or dependents or relatives of such persons, by building or contributing to the building of houses dwelling or grant of money, pensions, gratuity, bonus, payment towards insurance or other payment or by creating from time to time, subscribing of contributing, to adding or supporting provident funds or conveniences and by providing or subscribing or contributing towards places of instruction or recreation, hospitals and dispensaries, medical and other assistance as the Company shall think fit.
25. Subject to the provisions of the Companies Act, 1956, and the Constitution of India, to subscribe or Contribute or otherwise to assist or lo guarantee money to charitable, benevolent, religious, scientific, national or such other institutions or any public, general or useful main object of the company.
26. To undertake and execute any trusts, the undertaking whereof may seem desirable either gratuitously or otherwise for attainment of the main business of the company.
27. Subject to appropriate provisions of the Act, lo distribute any of the properties of the Company Amongst the members in species or kind consequent upon the winding up of the Company.
28. To establish or promote or concur in establishing or promoting any Company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or any other such purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, Debentures or such other securities of all types any such other Company.
29. To establish, equip, provide, maintain and conduct research and other laboratories, connected directly or indirectly with the company as well as the with colleges, schools and other such institutions for the training, education and instruction of students and others who may desire to avail

For AGARWAL FORTUNE INDIA LIMITED

 Managing Director

themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meetings and conferences in connection therewith.

C) THE OTHER OBJECTS ARE:

30. To carry on the business as tourist agents and contractors and to facilitate travelling and to provide for tourists and travellers and promote the provision of conveniences of all kinds in the way of or through tickets, circular tickets, sleeping cars or berths, reserved places, hotel and lodging accommodation. guides safe deposits, enquiry bureaus, libraries, lavatories, reading rooms, baggage transport and otherwise.
31. Nothing in this clause shall apply to the increase in the subscribe capital of the Company caused by the exercise of an option attached to debentures Issued or loans raised by the Company.
- i) to convert such debentures or loans into shares in the Company or
- ii) to subscribe for shares in the Company, Provided that the terms of issue of such debentures or the terms of such loans include a term providing for such option and such terms.
- a) has been approved by a Special resolution passed by the Company in General Meeting before the issue of the debentures or the raising of the loans and also,
- b) either has been approved by the Central Government before the issue of the debentures on the raising of the loans or is in conformity with the rules, if any, made by the Government in this behalf.
32. Option or right to call of shares shall not be given to any persons, except with the sanction of the Company in General Meeting.

Power to General Meeting to offer shares to such persons as the Company may resolve

33. In addition to and without derogating from the powers for that purpose conferred on the Board under Article 8 the Company in General Meeting may determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such person (whether Member or holder of debentures of the Company or not) in such proportions and on such terms and conditions and either at a premium or at par, or (subject to compliance with the provisions of Section 79 of the Act) at a discount, as such General Meeting shall determine and with full power to give to any person (whether a member or holder of debentures of the Company or not) the option to call for or be allotted shares of any class of the Company either at a premium or at par, or (subject to compliance with the provisions of Section 79 of the Act) at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting of the Company in General Meeting may make any other provisions whatsoever for the issue, allotment or disposal of any shares.

Variation of rights

34. The rights attached of each class of shares (unless otherwise provided by the terms of Issue of the shares of that class) may, subject to the provisions of Sections 106 and 107 of the Act, 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. To every such separate meeting the provisions of these Articles relating to General Meeting shall mutatis mutandis apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one tenth of the issued shares of that class.

Issue of further shares pari passu shall not effect the, right of shares already issued

35. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided for by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

For AGARWAL FORTUNE INDIA LIMITED

Managing Director

No issue with disproportionate rights

36. The Company shall not issue any shares, not being Preference Shares which carry rights in the Company as to dividend, capital or otherwise which are disproportionate to the rights attached to the holders of other shares not being preference shares.

Commission for placing shares, debentures etc.

37. 1) Subject to the provisions of Section 76 of the Act, the Company may at anytime pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture-stock of the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, debentures or debenture-stock, of the Company but so that the statutory conditions and requirements shall be observed and complied with the amount of rate of commission shall not exceed five percent of the price at which the shares are issued and in case of debentures the rate of commission shall not exceed two and a half percent of the price at which the debentures are issued.
- 2) The Company may also, on any issue, pay such brokerage as may be lawful.
38. To carry on the business of manufacturers of and dealers in all types of rubber and plastic goods, particularly industrial rolls, sheets belting and consumer goods such as tyres, tubes and such other allied products, chappals, shoes, toys, medical and surgical goods and all other such kinds of products related thereto.
39. To carry on the trade or business of manufacturers of ferromanganese, colliery proprietors, coke manufacturers, miners, smelters, engineers, and tin plate makers in all their respective branches To carry on the business of electrical engineers, electrician, contractors, suppliers of and dealers in electric and such other appliances, electric motors, fans, lamps, furnaces, household appliances, batteries, cables, wireless, dry cells, accumulator, maps and works and to generate, accumulate, distribute and supply electricity for the purpose of light, heat, motive power and for all other purpose for which electrical energy can be employed, and to manufacture and deal in all apparatuses and things, used in connection with the generation, distribution, supply, accumulation, and employment of electricity, including in the term electricity all power that may be directly or indirectly derived there from or may be incidentally hereafter discovered in dealing with electricity.
40. To carry on the business of machinists, makers of machinery manufacturers of pressed bowls, brass mechanical engineers, marine engineers, iron founders, brass founders, iron and steel converters metallurgists, smiths and iron masters, steel makers, blast furnace proprietors, repairers, boiler makers, sand-blast proprietors, consulting engineers, asbestos manufacturers, spanners, annealers, enamellers, electric and chromium platters, polishers painters garage proprietors, blacksmiths, tin smiths, iron mongers, alloy makers, metal platters, wire weavers and to buy, sell manufacture repair alter, convert let on hire and deal in plant, machinery, tools, implements utensil, rolling stock and hardware of all kinds.
41. To manufacture, buy and sell machinery, store engineering products of all kinds and description and to carry on the business of suppliers of and dealers in all types of machinery and in all products intended for use in foundry and treatment of metals.
42. To carry on the business of manufactures, of or dealers in glass products sheet and plate glass, glass wool and laboratory ware.
43. To purchase or otherwise acquire copyrights, concessions and/or other rights for publications and to make use of them.
44. To carry on business as manufacturers, stockiest, importers and exporters of and dealers in engineering drawing sets, builders hardware steels rules, measuring tapes, cutting tools, hand tools, precision measuring tools, machine tools, garage tools, hardware tools, instruments, apparatus and other machinery, plants, equipment, articles, appliances, their component parts, accessories and allied things.

For AGARWAL FORTUNE INDIA LIMITED

Managing Director

45. To carry on business as manufactures, stockiest, exporters and importers, of and dealers in bolts, nuts, nails, rivets, hinges, hooks and all other such hardware items of all types and descriptions.
46. To carry on business as manufactures, stockiest, importers exporters repairers of and dealers in dynamos, motors, armatures magnets, batteries, conductors, insulators, transformers, converters switch boards, cookers, engines, guns, presses, insulating material, and electrical plant, appliances and supplies of every description.
47. To carry on business as manufactures, stockists, importers and exporters of wearable and un wearable fabrics, high density polythene and polypropylene, woven sacks, tarpaulin of various qualities and types.
48. To carry on the business as manufacturers of or dealers in or as stockists, importers and exporters of bottles, jars, fibrite boxes, corrugated containers, aluminium foils of all types, wooden drums packing cases, rods, wires, ropes strips conductors, equipment required for generation, distribution and transmission of electric energy, cable, motors, fans, lamps, furnaces, batteries and accumulators,
49. To carry on the business of manufacturers and dealers in all kinds of packing, packing requisites and cartons made of cardboard, strawboard, wood, glass or any other material, metal, glass or plastic containers as also containers of any other such material, related thereof.
50. To carry on the business of importers, exporters, stockists, suppliers and manufacturers of and dealers in commercial, industrial and domestic plastics and plastic products of any nature substance and form and of any raw material including styrene, vinyl chloride, poly-vinyl, polyethylene, poly fine, viny acetate and copolymers and other allied materials, acrylic, and polysters, polycarbonates and polythene and epoxy resins and compositions, silicon resins and P.F. U.F. and other thermoplastic moulding compositions in prefabricated sections and snapes, celluloid plastics and such other thermo setting and thermoplastic materials (of synthetic or natural origin), colouring materials plastic and resins materials and adhesive compositions.
51. To carry on the business of manufacturers, importers and exporters of traders and dealers in or otherwise engage in ceramic, refractory and plastic (such as PVC, PE, bakelite, urea, formaldehyde and other similar chemical compositions) products of all classes, such as fibre glass, glass wool, fireclay, refractories, insulations, cement of all types, glass, china wares, porcelain wares, earth wares, stone wares, terracotta, plastic moulding and extrusions and all types of any such class viz. Crockery wares table wares, glass wares, figures and statues, artificial teeth, electrical insulators, sanitary wares, glazed or unglazed tiles, laboratory, hospital and industrial requisites, sparking plugs, drainage and water supply pipes, refractory and insulation cements, bricks and other shapes and linings and all other types and kinds or any class of plastic, heavy clay and ceramic products.
52. To carry on the business of goldsmiths, silver smith, jewellers, gem and diamond merchant and of manufacturing and dealers in clocks, watches, jewellery and cutlery and their components and accessories and producing, acquiring, importing, exporting and trading in metals, bullion, gold ornaments, silver, silver utensils, diamonds, precious stones, painting, coins, manuscripts, curious, antiques and objects of art, subject to provisions of Gold Control Act, 1968.
53. To carry on the business of cotton, spinners and doublers, flax, hemp and jute spinners, linen and cloth manufacturers, hemp, jute and wool merchants wool combers, worsted spinners, woollen spinners, yarn merchants worsted stuff manufacturers, bleachers and dyers and makers of vitriol, bleaching and dyeing materials.
54. To carry on the business of manufacturers, processors, importers, exporters of and dealers in ceramics and refractoriness and allied articles of all types, categories, grades, standards and qualities.
55. To carry on the business of hotel, restaurant, cafe, tavern, beer house, restaurant, room, boarding and lodging house keepers, licensed valuers wine, beer and spirit merchants, malsters, manufacturers of aerated mineral and artificial waters and other drinks, purveyors, caterers for public amusements, generally coach, cab, carriage and motorcar proprietors, livery, stable and garage keepers, job masters, importers and brokers of food, live and dead stock, hairdressers, perfumers, chemists, proprietors of clubs, baths, dressing rooms, laundries, reading, writing and news paper rooms, libraries, grounds and places of amusements and recreation sport entertainment and instruction of all kinds tobacco and cigar merchants, agents for railways, road, air and shipping companies and

carriers, theatrical and opera box office proprietors and general agents and to provide services and facilities of all kinds on a commercial basis that may be required for the tourist entertainment industry.

56. To organise, run, maintain, operate, promote the business of interior decorators, furniture and carpet designers and manufacturers, boutiques, operators of fashion centers, fashion shows and to make, acquire, deal in any way in handicrafts, objects, of art, precious, stones, jewellery, whether artificial or other wise and articles wherein precious stones may be used, in textile fabrics and to manufacture and deal in any products as are dealt is by boutiques, fashion shows and interior decorators.
57. To establish experimental farms and research stations anywhere in India for conducting experiments, test and research for developing better qualities, food grains and agricultural products and for developing mitch strain in cattles by cross breeding or otherwise and increasing egg laying capacity in poultry and also for finding other such ways and means of improving other such agricultural crops, produce, seeds, fodder crops and cattle feed or all kinds.
58. To carry on the business as general commercial colour craft, and process printers, lithographers, photographers, engravers, die makers, publishers of newspapers, books, magazines, art and musical production, plan and chart printers, press and advertising agents, contractors, ink dye, colour and chemical manufacturers, manufacturers of metal and other signs of manufacturers of and dealers in containers & component & machinery & manufacturers of and dealers in printing machinery, type and all printers supplies book binders and stationers in all kind of supplies and equipment for mercantile and such other uses thereof.
59. To carry on the business of manufacturers of and dealers in all kinds and classes of paper and pulp such as sulphate, wood pulp, mechanical pulp and soda pulp and papers including transparent vellum, writing, printing, glazed, absorbent, new sprinting, wrapping tissue, cover, blotting, filter, bank or bond, badami, buff or coloured, lined, azure laid grass or waterproof, hand made parchment, drawing, craft, carbon envelope and box and straw duplex and triplex boards and all kinds of articles in the manufacture of which in any form of pulp, paper or board is used.
60. To promote, establish, acquire and run or otherwise carry on the business of any plastic or rubber industry or business of manufacture of materials in such for use in industries or business such as wax, paper, bake lite, plywood, celluloid, products chemicals of all sorts and such other articles or things and similar or allied products or process and to sell purchase or otherwise acquire or deal in material or things in connection with such trade, industry or manufacture.
61. To carry on the business of providing comparative information about the characteristics, interest or such other attributes of individuals, communities, organisations, countries or other social units and of any article or commodities or economic trends or persons to design, invent, prepare, own, make use of lease or otherwise dispose off and to deal in and with computers, data processing machines, tapes, cards, memory equipment or any other equipment and materials of every kind and description useful in connection with this business, to license or otherwise authorise others to engage in the foregoing and to engage in general research and development in areas related to or involving the foregoing.
62. To carry on development and research work and to manufacture, calcine, refine, process, import, export, buy, sell and deal in petroleum coke and coaltar, anthracite coal and to draw out, manufacture and to deal in coaltar, canlion products and such other by-products as may be possible and to utilize waste gases for industrial uses and purposes.
63. To carry on the business of manufacturers, processors, importers, exporters of and dealers in pesticides and allied articles of all types, categories, grades, standards and qualities.
64. To carry on the business of advertising contractors and agent to acquire and dispose off advertising time, space or opportunities in any media, to undertake advertising and promotional activities of every nature, to acquire and provide promotional requisites of every kind and descriptions.
65. To carry on business as auctioners, house agents, land and estate agents, appraisers, valuers, brokers, commission agents, surveyors and general agents, and to purchase or otherwise acquire, and to sell let or otherwise dispose off and deal in real and property of every description,
66. To carry on the business of manufacturers of and dealers and workers in cement, lime, plasters,

whiting, clay, gravel, sand, minerals, earth, coke fuel, artificial stone and builders, requisites and conveniences of all kinds and of engineers, ship, barge, lighter and truck owners, quarry owners, builders, general contractors and carriers.

67. To carry on the business, whether together or separately, of proprietors, managers and renters of cinemas, theatres, music halls, concerts and dance halls, discotheques and other places of amusement and entertainment of every kind and of film producing studios, recording studios and radio and television studios.
68. To carry on the business of exhibiting cinematography films and of organising the production, management and performance of plays drama, comedies, operas, burlesques, pantomimes, revues, musical and other plays, ballets, shows, radio and television entertainments, sonnet lumiere and other amusements and entertainments of every kind and of organising, managing and holding concepts, recording sessions and dances.
69. To carry on the business of film producers, film renters, film hirers and distributors.
70. To purchase, hire or otherwise acquire any photographic recording and other apparatus in connection with cinematography shows and exhibitions and radio and television entertainments and to manufacturer films and other appliances and machines in connection with mechanical or electrical representations or transmission of pictures, music and radio.
71. To carry on business as proprietors of clubs, gaming rooms, card rooms and billiard rooms, and generally as amusement caterers and organisers, promoters, providers and managers of all kinds of entertainments, amusements, recreations, games, sports, competitions and pastimers, licensed victuallers, restaurant and refreshment room proprietors and to deal in food, drink and refreshments and wine and spirit dealers.
72. To carry on the business of wagon or coach builders, car, cart and wagon or such other vehicle builders, iron founders, mechanical engineers and manufacturers of implements and machinery, iron and brass founders, metal workers, boiler makers, millwrights, machinists, smiths, wood workers, builders, painter's, engineers and gas makers.
73. To carry on business as manufacturers and dealers in and sellers of electronic components, raw Materials and equipments, audio products, digital products, microprocessor based systems, Communication equipment and process control equipment, instrumentation and industrial and Professional grade electronic equipments.
74. To engage, provide and employ or to act as an agents in the engaging, providing and employing of artists, actors, singers, dancers, variety performers, sportsman, lecturers, instructors, entertainers and any other persons of companies for the production, transmission, representation and performance of film plays, stage plays, operas, bruises vaudevilles, pantomimes, ballets, concerts, exhibitions, sports, entertainments, performances and amusements of any kind.
75. To employ persons to write, compose, adopt or arrange plays, cinematography and moving pictures plays, sketches, songs, music dances, and any other theatrical musical or variety compositions and to enter into agreements with authors, composers and lyric writers or such other persons for the dramatic or other rights of operas, stage plays, opprett as, revues, burlesques, vandavilles, ballets, pantomimes, spectacular pieces, musical compositions, cinematography and moving pictures, plays, ecanarious and other musical and dramatic performances and entertainments or for the representation thereof in any part of the world.
76. To carry on the business of garage proprietor and of a service station for motor vehicles of all kinds.
77. To finance or assist in financing the sale of goods, articles or commodities of all and every kind or description by way of hire purchase or differed payment, or similar transactions, and to institute, enter in to carry on, subsidies, finance or assist in subsidising or financing the sale and maintenance of any goods, articles or commodities of all and every kind and description upon any terms to acquire and discount hire purchase or such other agreements or any right there under (whether proprietary or contractual).

For AGARWAL FORTUNE INDIA LIMITED

Managing Director

78. To carry on business of advisors on problems relating to the administration and organisation of industry and business and the training of personnel for industry and business and to carry on all or any of the business of industrial business and personnel consultants and to advise upon the means and methods for extending developing and improving all types of business or industries and all systems or processors relating to the production, storage, distribution, marketing and sale of goods and/or relating to the rendering of services.
79. To enter into any agreement or arrangement with institution, organisation, research establishments, Government agencies, libraries, data banks and such other agencies situated in any part of the world for procurement and dissemination of information and data of all kinds in any language.
80. To carry on business as consultants, market research consultants, business transfer agents, valuers and estate agents and to act as intermediaries in the introduction of sellers, purchasers, partners, and employees.
81. To carry on business as supplies of trained, sales staff for temporary or permanent employment and to establish and maintain an employment agency.
82. To acquire whether by purchase, lease, exchange or otherwise office premises and accommodation for the purpose of leasing the same or marketing the same available to any person, firm or company.
83. To construct, hire purchase or otherwise acquire and work ships and vessels of any class and to establish and maintain lines or regular services of ships or other vessels and to carry on the business of ship owners and to enter into contract for the carriage of mails, passengers, goods and cattle by any means and either by its own vessels or on such other forms of transportation or by over the vessels and modes of transportation of others.
84. To acquire concessions or licences for the establishments and working of lines of ship or other vessels between any part of the world or for the formation working of any railway or transway what, pier, dock or other works or for the working of any coaches or such other public conveyances with the benefit of any subsidy attached to any such concession or licence or otherwise.
85. To purchase, otherwise acquire and to carry on the business or business of steamship owners, shipowners, smack owners, travellers, deep sea fishers, fishers, fish curers, fish salesmen's, wholesale and retail fish merchants, wholesaler and retail game and poultry merchants, ice manufacturers, cold storage keepers, warehousemen, codlever oil manufacturers, oil merchants and refiners, utilisers offish refuse, manure manufacturers, anchor, and chain makers, wine rope makers, mast and block makers, ship chandilers, marine store keepers compass and nautical instrument makers, marine engineers, dry dock keepers, ship keepers, boat builders, ship and boat repairs, ship and boat outfitters, ship breakers, ship agents, salvors, wreck removers, wreck raisers, divers, auctioneers, valuers, assessors, stevedores, wharfingers, carriers and forwarding agents.
86. To undertake, carry and promote and sponsor rural development agricultural development and scientific research programmers and to assist execution and promotion of such programmes sponsored by any other institution, organisation, trust or associations either directly or through any agency by contributing, participating, and/or donating in cash or in kind.
87. To carry on the business of manufacturers of dealers in importers and exporters of assemblers, fabricators, distributors, of all types of data entry systems for photocomposing and components there for including computers, key boards monitors, disc drives, cables, photosensitive papers, plastic/polymer/aluminium plates high quality printer ink, computer software, printed, circuit board, floppy discs, power supply equipment, connectors, switches, motors and fractional HP motors.
88. To manufacture and deal in all chemicals, its products such as antirust chemicals, intermediates dyes, derivatives, plants pigments and varnishes explosives and ammunitions, vegetable oils their Products and derivatives all types of heavy chemicals such as sulphuric and other acid. Caustics sodaash, all Industrial and pharmaceutical, organic chemicals, insecticides, manures and fungicides.
89. To manufacture all exploration equipment of all kind and marketing such equipment either directly or through distribution channels.

For AGARWAL FORTUNE INDIA LIMITED

 Managing Director

90. To drill both on shore and offshore and extract petroleum and natural gas and market and export the same.
91. To carry on the business of manufacturing, dealer and fabricators of components gadgets accessories and ancillaries, instruments relating to conversion of solar energy into heat and electricity and also relating to conversion of all renewable resources of energy and also conservation of energy.
92. To carry on the business of manufacturing, importing, exporting or otherwise in any dealing in cosmetics such as talc powder bleaching, hair dyes, soaps and detergents, shampoos, nail polish etc.
93. To carry on the business as manufacturers, buyers, sellers, stockists, agents, distributors, importers and exporters of timber plywood of all kinds and description whatsoever whethemow known or hereafter to be known in all its forms and shapes including articles and thing manufactured from timbers or its products and by products such as furniture, veneers, plywood sheets and boards of all kinds and description.

IV THE LIABILITY OF MEMBER IS LIMITED.

V The Authorised share capital of company is Rs. 3,75,00,000 (Rs. Three Crores Seventy Five Lacs only) divided into 37,50,000 (Thirty seven Lacs Fifty Thousand) Equity shares of Rs. 10/- (Rupees ten) each.

Note:

1. Devki Leasing & Finance Private Limited was converted into a Public Limited by a special resolution passed by the Company at its Extra ordinary General Meeting on 23rd August, 1994 and the name was changed to Devki Leasing & Finance Limited.
2. Addition of Clause no. 102 of Memorandum of Association vide Extra ordinary General Meeting on 23rd August, 1994 and order received from Company Law Board Order no. 210/17/CLB/WR/95/4547, Western Region Bench, Bombay, dated the 28th July, 1995.
3. Altered the provisions of its Memorandum of Association by Special Resolution 25th day of September 2006.
4. Adoption of new set of Articles of Association as per the Companies Act, 2013 by Special Resolution passed by the Company at its Annual General Meeting on 08th September, 2016.
5. The name of the Company was changed from "Devki Leasing & Finance Limited" to "Agarwal Fortune India Limited" and consequential changes in the Memorandum of Association and Articles of Association of the Company were effected by a special resolution passed by the Company at its Annual General Meeting on 25th, day of August 2022 and Fresh Certificate of Incorporation was received from ROC Gwalior on the fifth day of September two thousand twenty two.
6. The existing clause III(a) of the MOA was substituted with new clauses on account of change in the business activities of the company by a special resolution passed by the company in its Annual General Meeting on August 25, 2022 and Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s) issued by ROC Gwalior dated Fifth day of September Two thousand twenty-two.
7. Shifting of the Registered Office of the Company from the State of Madhya Pradesh to the State of Rajasthan pursuant to a Special Resolution passed by the Company at its Annual General Meeting on 25th August, 2022 as confirmed vide order no. RD/(NWR)/SEC 13/82/2022/3534 dated 18th November, 2022 and New Certificate of Registration of Regional Director order for Change of State from ROC Jaipur was received on dated Thirtieth day of December Two thousand twenty-two

For AGARWAL FORTUNE INDIA LIMITED

 Managing Director

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

S.No.	Name, addresses, Description and occupation of subscribes	No. of equity shares taken (in words & figures	Signature Of Subscriber	Signature, name, address description and occupation of Witness.
1.	Sudhir Bindal S/o, Shri B. N. Bindal 50-51, Manishpuri Colony Indore- 452 001 (M.P.) Business	100 One Hundred	Sd/	Witness the signature of Both the subscribers Sd/- (ANJU CHOWDHARY (Chartered Accountant) S/o, P. D. Chowhary 7/8, Joshi Road, Karol N. Delhi - 110005
2.	Yashveer Binadal S/o, Shri B. N. Bindal 50-51, Manishpuri Colony Indore- 452 001 (M.P.) Business	100 One Hundred	Sd/	
Total No. of Shares		200 (Two Hundred)		

Dated 11-1-93

For AGARWAL FORTUNE INDIA LIMITED

 Managing Director

THE COMPANIES ACT 2013
(A COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION

OF

AGARWAL FORTUNE INDIA LIMITED

The following regulations comprised in these Article of Associations were adopted pursuant to members Special Resolution passed at the Annual General Meeting of the Company held on Thursday 25th August 2022 and Thursday 08th September, 2016, in Substitution for, and to the entire exclusion of, the earlier regulations comprised in the existing Articles of Association of the Company.

TABLE 'F' EXCLUDED

1.	(i) The regulations contained in the Table marked. 'F' in schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Article or by the said Act.	Table 'F' not apply
	(ii) The regulations for the management of the company and for the observance by the members thereto and their representatives. Shall , Subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by Resolution prescribed or permitted by the Companies Act 2013, be such as are contained in these Article.	Company to be governed by these Articles

Interpretation

2.	<p>(i) In these Regulation/articles the following expressions shall have the following meaning unless repugnant to subject or context-</p> <p>(a) "Act" means The Companies Act, 2013 or any other statutory modification or re- enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Articles in which the said term appears in these Articles and any previous Company Law, so far as may be applicable.</p> <p>(b) "Articles" means these Articles of Association of the Company or as altered from time to time.</p> <p>(c) "Board of Directors" or 'Board" means collective body of directors of the company.</p> <p>(d) "The Company" or "This Company" means AGARWAL FORTUNE INDIA LIMITED.</p> <p>(e) "Rules" means the applicable rule for the time being in force as prescribed in relevant section of the Act.</p> <p>(f) "Seal" means Common Seal of the company.</p>	<p>"The Act"</p> <p>"Articles" or "Articles of Association"</p> <p>"The Board of Directors" or "The Board"</p> <p>"The Company"</p> <p>"The Rules"</p> <p>"The Seal"</p>
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For AGARWAL FORTUNE INDIA LIMITED


Managing Director

	<p>(ii) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.</p> <p>(iii) Unless the context otherwise requires, word or expression contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.</p>	<p>“Number” and “Gender”</p> <p>Expressions in the Articles to bear the same meaning as in the Act/Rules.</p>
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Share capital and variation of rights and Buy Back

3.	<p>The Authorized Share Capital of the Company shall be such amount and be divided into such shares as may from time to time, be provided in clause V of Memorandum of Association with power to Board of Directors to reclassify, Subdivide, consolidate and increase and with power from time to time, to issue any shares of the original capital or any new capital with and subject to any preferential, qualified or special rights, privileges, or conditions may be. Thought fit and upon the subdivision of shares to apportion the right to participate in profits, in any manner as between the shares resulting from sub-division.</p> <p>If and whenever the capital of the Company is divided into shares of different classes, the rights of any such class may be varied, modified, affected, extended, abrogated or surrendered as provided by the said Act or by Articles of Association or by the terms of issue, but not further or otherwise.</p>	Share Capital
4.	<p>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. Board shall not Issue any shares at discount expect issue of such class of shares as may be permitted by the Act. Provided that option or right to call of shares shall not be given to any person(s) except with the sanction of the company in general meeting.</p>	Shares under Control of Board
5.	<p>Subject to the provisions of the Act, Rules</p> <p>I. The Board of Directors may issue shares of any kind, as it thinks Fit</p> <p>II. The Company may issue securities by way of Public Issue, Rights Issue, Bonus Issue or through private placement/preferential offer.</p> <p>III. The Board may issue and allot shares in the capital of the Company as full or part payment of consideration for any property (Including goodwill) sold or transferred, goods or machinery supplied, 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 which may be so allotted may be either fully paid up or partly paid up and If so allotted shall be deemed to be fully paid up or partly paid shares as the case may be.</p> <p>IV. The Board may also allot shares to the employees or directors of the Company as sweat equity.</p>	<p>Further Issue of Shares</p> <p>Directors may allot shares otherwise than for cash</p>
6.	<p>The Company may issue the following kind of shares in accordance with these Articles, the Act, the Rules, and other applicable laws:</p> <p>(a) Equity Share Capital: (i) With voting rights; and/ or</p>	Kinds of Share Capital

	<p>(ii) With differential rights as to dividend, voting or otherwise in accordance with the Rules; and</p> <p>(b) Preference Share Capital.</p>	
7.	<p>(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-</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) Several certificates, each for one or more of his shares, upon payment of such charges or without charges as may be fixed by the board for each certificate after the first.</p> <p>Certificate shall be issued in the form and manner prescribed in the Act, the Rules and other applicable laws.</p> <p>(ii) Every certificate shall be under the seal, if any or signed by two directors and shall specify the shares to which it relates and the amount paid-up thereon</p> <p>(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.</p>	<p>Issue of Certificate</p> <p>Signing of certificate</p> <p>One Certificate for Shares held Jointly</p>
8.	<p>A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in dematerialized form with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share(s) to enable the depository to enter in its records the name of such person as the beneficial owner of that share.</p>	<p>Option to receive share certificate or hold shares with depository</p>
9.	<p>(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 on payment of such amount, if any fixed by the Board.</p> <p>(ii) The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to Issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.</p>	<p>Issue of new certificate in place of one defaced, lost, or destroyed</p> <p>Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc.</p>
10.	<p>Except as required by law, no person shall be recognized 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 recognize (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.</p>	
11.	<p>(i) The company may exercise the powers of paying commissions conferred by the act, provided that the rate per cent or the amount of the</p>	<p>Power to pay commission in</p>

	<p>commission paid or agreed to be paid shall be disclosed In the manner required by that section and rules made thereunder.</p> <p>(ii) The rate or amount of commission shall not exceed the rate or amount prescribed in the rules.</p> <p>(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.</p>	<p>connection with securities issued.</p> <p>Rate of commission in accordance with Rules.</p> <p>Mode of payment of commission</p>
12.	<p>(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 provision of the Act, and whether or not the company is being wound up, be varied with the consent in writing of the holders of not less than three-fourth 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.</p> <p>(ii) To every such separate meeting, the provision of these Articles relating to general meeting 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.</p>	<p>Variation of Member's rights</p> <p>Provision as to general meeting to apply mutatis mutandis to each meeting</p>

Shares in Depository form

13.	<p>(i) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and to offer its shares, debentures and other securities for subscription In a dematerialized form.</p> <p>(ii) Notwithstanding anything contained herein, the Company shall be entitled to treat the person whose names appear in the register of members as a holder of any share or whose names appear as beneficial owners of shares In the records of the Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a Court of competent jurisdiction or as required by Law) be bound to recognize any benami trust or equity or equitable contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.</p> <p>(iii) Notwithstanding anything contained herein, in the case of transfer of shares or other marketable securities where the Company has not issued any Certificates and where such shares or other marketable securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply. Further, the provisions relating to progressive numbering shall not apply to the shares of the Company which have been dematerialized.</p>	Dematerilisation of shares
14.	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari-passu therewith.	Issue of further shares not to affect rights of existing members
15.	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and In such manner as determined by the Board In accordance with the Act.	Power to issue redeemable preference Shares

16.	<p>(i) The Board or the Company, as the case may be, may, as in accordance with the Act and the Rules, issue further shares to-</p> <p>(a) Persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or</p> <p>(b) employees under any scheme of employees stock option; or</p> <p>(c) Any person, whether or not those persons include the persons referred to in clause (a) or clause (b) above.</p> <p>(ii) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.</p>	<p>Further issue of share capital</p> <p>Mode of further issue of shares</p>
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Lien

17.	<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 style="padding-left: 40px;">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 Companies lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for money owing to the company.</p> <p>(iii) Unless otherwise agreed by the board, the registration of a transfer of shares shall operate as a waiver of the Companies lien.</p>	<p>Company's lien on shares</p> <p>Lien to extend to dividends, etc.</p> <p>Waiver of lien in case of registration</p>
18.	<p>The Company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: 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 or otherwise.</p>	As to enforcing lien by sale
19.	<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 receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an</p>	<p>Validity of Sale</p> <p>Purchaser to be registered holder</p>

	<p>instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the shares.</p> <p>(iv) 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>	<p>Validity of Company Receipt</p> <p>Purchaser not Affected</p>
20.	<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 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>	<p>Application of proceeds of sale</p> <p>Payment of residual money</p>
21.	<p>In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or Interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.</p>	<p>Outsider's lien not to affect Company's lien</p>
22.	<p>The provisions of these Articles relating to lieu shall mutatis mutandis apply to any other securities including debentures of the Company.</p>	<p>Provisions as to lien to apply mutatis mutandis to debentures, etc.</p>

Calls on shares

23.	<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>(ii) Each member shall, subject to receiving at least fourteen day's 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) The Board may from time to time, at its discretion, extend the time fixed for the payment for any call in respect of one or more members as the Board may deem appropriate in any circumstances.</p> <p>(iv) A call may be revoked or postponed at the discretion of the Board.</p>	<p>Board may make calls</p> <p>Notice of call</p> <p>Board may extend time for payment</p> <p>Revocation or postponement of call</p>
24.	<p>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 installments.</p>	<p>Call to take effect from date of resolution</p>
25.	<p>The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.</p>	<p>Liability of joint holders of shares</p>
26.	<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</p>	<p>When interest on call or installment payable</p>

	<p>the time of actual payment at ten percent 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>	Board may waive interest
27.	<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 Articles, 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>	<p>Sums deemed to be call</p> <p>Effect of non-payment of sums</p>
28.	<p>The Board –</p> <p>(i) 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>(ii) 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 as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of monies so paid by him until the same would, not for such payment, become presently payable by him.</p>	Payment in anticipation of calls may carry interest
29.	If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installments shall, when due, be paid to the Company by a person who, for the time being and from time to time, is or shall be registered holder of the share or legal representative of a deceased registered shareholder.	Installments on shares to be duly paid
30.	<p>All calls shall be made on a uniform basis on all shares falling under the same class.</p> <p><i>Explanation:</i> Shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.</p>	Calls on shares of same class to be on uniform basis
31.	Neither a judgment nor a decree in favour of a Company for calls or other monies due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of shares as herein provided.	Partial payment not to preclude forfeiture
32.	The Provisions of these Articles relating to the calls shall mutatis mutandis apply to any other securities including debentures of the company.	Provisions as to calls to apply mutatis mutandis to debentures, etc.

For AGARWAL FORTUNE INDIA LIMITED

Managing Director

Transfer and Transmission of Shares

33.	The Company shall fairly and distinctly maintain the records anti particulars of every transfer or transmission of any share in the Company	Records of Transfers
34.	No transfer Shall be registered unless. a proper instrument of transfer has been delivered to the Company, Every instrument of transfer (which shall be in the form specified in the Rules) shall be duly stamped, dated and shall be executed by or on behalf of the transferor and the transferee and in the case of a share held by two or more holders or to be transferred to the joint names of two or more transferees by all such joint holders or by all such joint transferees, as the case may be, several executors or administrators of a deceased member shall all sign the instrument of transfer in respect of share as if they were the joint holders of the share. The instrument of transfer shall specify the name, address and occupation, if any, of the transferee.	Instrument of transfer to be executed by transferor and transferee
35.	In the case of the death of any one or more of the persons named in the Register as the joint-holders of any share , the survivor or survivors shall be the only persons recognized by the company as having any title to or interest in such share , but nothing herein contained shall be taken to release the estate of deceased joint-holder from any liability on the shares held by him jointly with any other person.	Death of one or more joint holders
36.	The Board may subject to the right of appeal conferred by the Act 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 On giving not less than seven days previous notice or such lesser period in accordance with the act 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 suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.	Board may refuse to register Transfer of shares when suspended.
37.	The hoard may decline to recognize any instrument of transfer unless - (a)The instrument of transfer is duly executed and is in the form as prescribed in the rules made under the Act; (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.	Board may decline to recognize instrument of transfer
38.	The Board of Directors may prescribe from time to time the fee payable On transfer and its mode of payment or may decide not to take any fee on transfer.	Fees payable for transfer

39.	The instrument of transfer must be in the form prescribed by the Relevant Rules and amendments made there under from time to time and must be accompanied by share certificates.	Instrument of transfer
40.	Every Shareholder /Joint holders of the company may at any time nominate in the prescribed manner and as per the legal provisions a person/s to whom his shares shall vest in the event of his death.	Nominee

Transmission of Shares

41.	<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 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.</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>	<p>Title to shares on death of a member</p> <p>Estate of deceased member liable</p>
42.	<p>(i) Any person becoming entitled to 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> <p>(iii) The Company shall be fully indemnified by such from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.</p>	<p>Transmission Clause</p> <p>Board's right unaffected</p> <p>Indemnity to the Company</p>
43.	<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>	<p>Right to election of holder of share</p> <p>Manner of testifying election</p> <p>Limitations applicable to notice</p>

For AGARWAL FORTUNE INDIA LIMITED

Managing Director

44.	<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>	Claimant to be entitled to same advantage
45.	The Provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to transmission to apply mutatis mutandis to debentures, etc.

Forfeiture of Shares

46.	<p>If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof. the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the company by reason of nonpayment.</p>	If call or installment not paid notice must be given
47.	<p>The notice aforesaid shall-</p> <p>(i) 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>(ii) 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>	Form of notice
48.	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.	In default of payment of shares to be forfeited
49.	Neither the receipt by the company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividend declared or any other monies payable in respect of the forfeited shares and not actually paid before the forfeiture.	Receipt of part amount or grant of indulgence not to affect forfeiture
50.	When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forth be made in the register of members but no forfeiture	Entry of forfeiture in register of members

	shall be revalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	
51.	The Forfeiture of shares shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the company, in respect of the share and all other rights incidental to the shares.	Effect of forfeiture
52.	(i) A forfeited share shall be deemed to be the property of the company may be sold, re-allotted or otherwise disposed of on such terms and in such a manner as the Board thinks fit. (ii) At any time before a sale or disposal as aforesaid , the Board may cancel the forfeiture on such terms as it thinks fit	Forfeited Shares may be sold, etc. Cancellation of forfeiture
53.	(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 the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. (ii) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time Of forfeiture Until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. (iii) The Liability of any such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.	Members still liable to pay money owing at the time of forfeiture Member still liable to pay money owing at time of forfeiture and interest. Cessation of liability
54.	(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 a against all persons claiming to be entitled to the share; (ii) The Company may receive the consideration , if any, given for the share on any sale or disposal thereof and may execute and transfer of the share in favour of the person to whom the share is sold or disposed of; (iii) The transferee shall thereupon be registered as the holder of the share.; and (iv) The transferee shall not be bound to see to the application of the Purchase money if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceeding in reference to the forfeiture, sale or disposal of the share.	Certificate of forfeiture Title of Purchaser and transferee of forfeited shares Transferee to be registered as holder Transferee not affected
55.	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given the Board may, if necessary, appoint some person to execute an instrument of transfer of the Shares sold and cause the purchaser's name to be entered in the Register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.	Validity of sales

56.	Upon any sale, re allotment or other disposal under the provisions of the preceding Article, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	Cancellation of shares certificate in respect of forfeited shares
57.	The Board may subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.	Surrender of Share certificates
58.	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.	Sums deemed to be calls
59.	The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.

Alteration of capital

60.	<p>Subject to the provisions of section 61, the company may, by ordinary resolution,-</p> <p>(a) Increase in share capital by such sum, to be divided into shares of such amount as it thinks expedient</p> <p>(b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;</p> <p>(c) Convert all or any its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;</p> <p>(d) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;</p> <p>(e) Cancel any shares which, at the date of passing of the resolution, have not been taken or agreed to be taken by any person.</p>	Power to alter share capital
61.	<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:</p> <p>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</p>	Shares may be converted into stock

	<p>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 "stockholder" respectively.</p>	Right of stockholders
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62.	<p>The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized 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> <p>(d) Any other reserve in the nature of share capital.</p>	Reduction of capital
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Joint Holders

63.	<p>Where two or more persons are registered as joint holders of any share, they shall be deemed (so far as the company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:</p> <p>(a) The joint-holders of any shares shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share.</p> <p>(b) On the death of one or more of such joint holders, the survivor or survivors shall be the only person or persons recognized by the company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.</p> <p>(c) Any one of such joint holders may give effectual receipts of any dividends, interest or other moneys payable in respect of such share.</p> <p>(d) Only the person whose name stand first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.</p> <p>(e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect of such shares shall alone be entitled to vote in respect</p>	<p>Joint Holders</p> <p>Liability of joint holders</p> <p>Death of one or more joint holders</p> <p>Receipt of one sufficient</p> <p>Delivery of certificate and giving of notice to first named holder</p> <p>Vote of joint holders</p>
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	<p>thereof but the other or others of the joint-holders shall be entitled to vote in preference to a joint holder present by attorney or by proxy although the name of such joint-holders present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares.</p> <p>(ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.</p>	Executors or administrators as joint holders
	(f) The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the company registered in joint names.	Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.

Capitalization of profits

64.	<p>(i) The company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve-</p> <p>(a) That it is desirable to capitalize 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 provisions contained in clause (iii) below, 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>(iii) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purpose 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>(iv) The Board shall give effect to the resolution passed by the company in pursuance of this Article.</p>	Capitalization Sum how applied
65.	<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 capitalized 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>	Power of the Board for capitalization

	<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 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 capitalization, 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 capitalized, 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>	<p>Boards power to issue fractional certificate/ coupon etc</p> <p>Agreement binding on members</p>
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Buy-back of shares

66.	Notwithstanding anything contained in these articles but subject to the provisions of the Act and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.	Buy-back of shares
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General Meeting

67.	All general meetings other than annual general meeting shall be called extraordinary general meeting.	Extraordinary general meeting
68.	<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>	Powers of Board to call extraordinary general meeting

Proceedings at general meeting

69.	<p>(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.</p> <p>(ii) No business shall be transacted at any general meeting except election of chairperson whilst the chair is vacant.</p>	<p>Presence of Quorum</p> <p>Business confined to election of chairperson whilst chair vacate</p>
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	(iii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Act.	Quorum for general meeting
70.	The chairperson, if any, of the Board shall preside as chairperson at every general meeting of the company.	Chairperson of the meetings
71.	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 choose one of their members to be Chairperson of the meeting.	Directors to elect a Chairperson
72.	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.	Members to elect Chairperson
73.	On any business at any general meeting in the case of an equality of votes, whether on a show of hands, electronically or on a poll, the Chairman of the meeting shall have second or casting vote.	Casting vote of Chairperson at general meeting
74.	(i) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepaid and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.	Minutes of proceedings of meetings and resolutions passed by postal ballot
	(ii) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting- (a) is, or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company. (iii) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. (iv) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.	Certain matters not to be included in minutes Discretion of chairperson in relation to minutes Minutes to be evidence
75.	(i) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall: (a) be kept at the registered office of the Company; and (b) be open to inspection of any member without charge, during 11:00 a.m. to 01:00 p.m. an all working days. (ii) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (i) above, provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period	Inspection of minute books of general meeting Members may obtain copy of minutes

	immediately preceding three financial years, shall be entitled to be furnished, with the same free of cost.	
76.	The Board, and also any person(s) authorized by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.	Powers to arrange security at meetings

Adjournment of meeting

77.	<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 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 original meeting.</p> <p>(iv) Save as aforesaid, and as provided in 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>	<p>Chairperson may adjourn the meeting</p> <p>Business at adjourned meeting</p> <p>Notice of adjourned meeting</p> <p>Notice of adjourned meeting not required</p>
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Voting rights

78.	<p>Subject to any rights or restrictions for the time being attached to any class or classes of shares-</p> <p>(a) on a show of hands, every member present in person shall have one vote; and</p> <p>(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.</p>	Entitlement to vote on show of hands and on poll
79.	A member may exercise his vote at a meeting by electronic means in accordance with the Act and the Rules made thereunder.	Voting through electronic means
80.	<p>(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.</p> <p>(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.</p>	<p>Vote of joint holders</p> <p>Seniority of names</p>
81.	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. If any member be a	How members non compos mentis and minor may vote

	minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.	
82.	Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.	Votes in respect of shares of deceased or insolvent members, etc.
83.	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.	Business may proceed pending poll
84.	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 or in regard to which the Company has exercised any right of lien.	Restriction on voting rights
85.	A member is not prohibited from exercising his voting rights on the ground that he has not held his share or other interest in the Company for any specified period proceeding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Articles.	Restriction on exercise of voting rights in other cases to be void
86.	(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 purpose. (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.	Validity of vote Objection referred to the chairperson
87.	Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.	Equal rights of Members

Proxy

88.	(I) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. (ii) 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 of attorney, shall be deposited at the registered office of the company not less than 48 hours before the time for holding a 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.	Members may vote in person or otherwise Proxies when to be deposited
89.	An instrument appointing a proxy shall be in the form as prescribed in the Rules made under section 105.	Form of proxy

90.	<p>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 shares in respect of which proxy is given:</p> <p>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 at which the proxy is used.</p>	Proxy to be valid notwithstanding death of the principal
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Board of Directors

91.	Unless otherwise determined by the Company in general meeting, the number of director shall not be less than 3 (three) and shall not be more than 15 (fifteen) provided that a company may appoint more than fifteen directors after passing a special resolution.	Board of Directors
92.	<p>The person hereinafter named shall be the First Director of the Company-</p> <p>(a) Shri Sudhir Bindal</p> <p>(b) Shri Yashveer Bindal</p> <p>(c) Shri Barmanand Bindal</p> <p>(d) Shri Bharat Bindal</p>	First Director of the Company
93.	<p>(i) The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement by rotation.</p> <p>(ii) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the managing director or Chief Executive officer of the Company</p>	<p>Director not liable to retire by rotation</p> <p>Same individual may be Chairperson and Managing director/ Chief Executive Officer</p>
94.	The Director shall not be required to hold any qualification shares.	Qualification Shares
95.	<p>(i) The remuneration of directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-by-day.</p> <p>(ii) The remuneration payable to the directors, including any managing or whole time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the company in general meeting.</p> <p>(iii) 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-</p> <p>(a) In attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or</p> <p>(b) In connection with the business of the company.</p>	<p>Remuneration of Directors</p> <p>Remuneration to require members consent</p> <p>Travelling and other expenses</p>
96.	The Board may pay all expenses incurred in getting up and registering the company.	Reimbursement of expenses

97.	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.	Execution of negotiable instruments
98.	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.	
99.	(i) Subject to the provisions of the Act, 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. (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.	Appointment of Additional Directors Duration of office of Additional Directors
100.	(i) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "The Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent under the provision of the Act. The alternate director shall be subject to the provisions of the Act as applicable. (ii) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. (iii) If the term of office of the Original director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.	Appointment of alternate director Duration of office of alternate director Re-appointment Provisions applicable to Original Director
101.	(i) If the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board, subject to the provisions of the Act as applicable. (ii) The director so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated.	Appointment of director to fill a casual vacancy Duration of office of Director appointed to fill casual vacancy
102.	Subject to the provisions of the Act, so long as moneys remain owing to any financial Institution or bank or any other lender, debenture-holders and if the terms of financial assistance so provide, so long as there remains outstanding any liability of the company arising out of such financial assistance, the lender may have the right to appoint, from time to time, any person as a director or directors in the board of the company and such director may be referred to as a Nominee Director. The Nominee Director shall not be liable to retire by rotation. The aforesaid financial institutions or such other financing entities may at any time and from time to time remove the Nominee Director appointed by it and may in the event of such removal and also in case of the Nominee Director ceasing to hold office for any reason	Nominee Director

	whatsoever Including resignation or death, appoint other or others to fill up the vacancy. Such appointment or removal shall be made in writing by the relevant corporation and shall be delivered to the Company shall have no power to remove the Nominee Director from office. Each such Nominee Director shall be entitled to attend all General Meetings, Board Meetings and meetings of the Committee of which he Is a member and he and the financial Institutions or such other financing entities appointing him shall also be entitled to receive notice of all such meetings. The Nominee Directors shall be paid such fees, allowances, expenses and other moneys to which other Directors are entitled.	
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Proceedings of the Board

103.	<p>(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.</p> <p>(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.</p> <p>(iii) The quorum for a Board meeting shall be as provided in the Act.</p> <p>(iv) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.</p>	<p>When meeting to be convened</p> <p>Who may summon Board meeting</p> <p>Quorum for Board Meetings</p> <p>Participation at Board meetings</p>
104.	<p>(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.</p> <p>(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.</p>	<p>Questions at Board meeting how decided</p> <p>Casting vote of Chairperson at Board meeting</p>
105.	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.	Directors not to act when number falls below minimum
106.	<p>(i) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.</p> <p>(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.</p>	<p>Who to preside at meetings of the Board</p> <p>Directors to elect a Chairperson</p>
107.	(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.	<p>Delegation of powers</p> <p>Committee to conform to Board regulations</p>

	<p>(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.</p> <p>(iii) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.</p>	Participation at Committee meetings
108.	<p>(i) A committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.</p> <p>(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.</p>	<p>Chairperson of Committee</p> <p>Who to preside at meeting of Committee</p>
109.	<p>(i) A committee may meet and adjourn as it thinks fit.</p> <p>(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.</p>	<p>Committee to meet</p> <p>Questions at Committee meeting how decided and casting vote</p>
110.	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 director 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.	Acts of Board or Committee valid notwithstanding defect of appointment
111.	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.	Passing of resolution by circulation
112.	<p>Management under general control of directors-</p> <p>(i) The general control, management and supervision of the Company shall vest in the Board and the Board may exercise all such powers and all such acts and things as the Company is by its Memorandum of Association or otherwise authorized except as are required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Act. And of these presents from time to time made by the Company in General Meeting provided that no such regulation shall invalidate any prior acts of the Directors which would have been valid if such regulation had not been made.</p> <p>(ii) Subject to the provisions of the Act, the Director may borrow, raised and secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they may think fit and in particular by the issue of bonds, perpetual or redeemable, debenture or debenture-stock or any mortgage or charge or other security on the undertaking of the whole or any part of the property of the Company (both present and future) Including its uncalled capital for the time being.</p>	Management under general control of directors

	<p>(iii) Subject to the provisions of the Act, the Company may enter into any contract, arrangement or agreement in which a Director or Directors of the Company are, in any manner, interested.</p> <p>(iv) A Director, Managing Director, officer or employee of the Company may be or become a Director of any company promoted by the company or in which it may be interested as a vendor, member or otherwise, and no such director shall be accountable for any benefits received as Director or member of such company except to the extent and under the circumstances as may be provided in the Act.</p>	
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Powers and duties of directors

113.	<p>Subject to the provisions of the Act the Board shall be entitled to exercise all such powers and do all such acts and things, as the Company is authorized to exercise and do except as are not by the act or by these articles required to be exercised by the Company in general meeting or which have been prescribed by the Company in a General Meeting to be exercised only at such meeting, but no such regulation shall invalidate any prior act of the Directors, which would have been valid if such regulation had not been made.</p>	Power of Board
114.	<p>Subject to the provisions of this Act and rules made there under directors of a company shall have following duties:</p> <p>(i) A director of a company shall act in good faith in order to promote the object of the company for the benefit of its members as a whole, and in the best interest of the company, its employees, the shareholders, and the community and for the protection of environment.</p> <p>(ii) A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.</p> <p>(iii) A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.</p> <p>(iv) A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.</p> <p>(v) A director of the company shall not assign his office and any assignment so made shall be void.</p> <p>(vi) A director of a company shall disclose his/her interest in contract or arrangement with the company and to abstain at voting in Board meeting. If he/she is interested in a contract/arrangement.</p> <p>(vii) Any other duties as may be prescribed under the act and rules</p>	Duties of Director

Dividends and Reserve

119.	The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.	Company in general meeting may declare dividends
120.	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.	Interim dividends
121.	<p>(i)The Board may, before recommending any dividend , set aside out of 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 , thinks fit.</p> <p>(ii)The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.</p>	<p>Dividends only to be paid out of profits</p> <p>Carry Forward of Profits</p>
122.	<p>(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 shares in the company, dividends may be declared and paid according to the amount of shares.</p> <p>(ii)No amount paid or credited as a paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.</p> <p>(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.</p>	<p>Division of profits</p> <p>Payment in Advance</p> <p>Dividends to be apportioned</p>
123.	<p>(i) 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 .</p> <p>(ii)The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.</p>	<p>No member to receive dividend which is indebted to the company and the company's right to reimbursement there from</p> <p>Retention of Dividends</p>

124.	<p>(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.</p> <p>(ii) Every such cheque or warrant shall be payable to the order of the person to whom it is sent.</p> <p>(iii) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the forgoing permissible means is made.</p>	<p>Dividend how Remitted</p> <p>Instrument of payment</p> <p>Discharge to Company</p>
125.	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.	Receipts of one holder sufficient
126.	No dividend shall bear interest against the Company.	No interest on Dividends
127.	The Waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the company and if or to the extent that the same is accepted as such or acted upon by the Board.	Waiver of dividends
128.	No unpaid and unclaimed dividend shall be forfeited and any dividend which remains unpaid or unclaimed after having been declared shall be dealt with the provisions of the Act.	Unclaimed Dividend

Accounts

129.	<p>(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.</p> <p>(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board or by the company in general meeting.</p> <p>(iii) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.</p>	<p>Restriction on Inspection by Members</p> <p>Inspection by Directors</p>
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For AGARWAL FORTUNE INDIA LIMITED

Managing Director

	<p>(iv)The Directors shall, from time to time, in accordance with Sections 129 and 134 of the Act, cause to be prepared and to be laid before the Company in Annual General Meeting of the shareholders of the company, such Balance Sheets, Profit & Loss accounts, Cash Flow Statement, if any, and the Reports as are required by those Sections of the Act.</p> <p>(v)The Auditors whether statutory, branch or internal, shall be appointed and their rights and duties shall be regulated in accordance with the provisions of the Act and Rules made there under.</p>	<p>Laid down of Financial Statements</p> <p>Register & Duties of Auditor</p>
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Winding up

130.	<p>Subject to the provisions of chapter XX of the Act and rules made there under-</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 as 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>	<p>Winding up of Company</p>
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Secrecy

131.	<p>(i) Every Director, Manager, Secretary, accountant, auditor, trustee, member of a committee, officer, servant agent or other person employed in or dealing with the affairs of the Company shall observe strict secrecy respecting all its affairs including transaction with its customers and the state of accounts with any person and shall not reveal any of the matters which may come to his knowledge in the discharge of his duties ,except when required so to do by the Board or by a court of law or as be necessary in order to comply with any of the provisions contained in these Articles or the Act.</p> <p>(ii)No member shall be entitled to visit or in respect any works of the Company , without the permission of the Directors or to require discovery of any information respecting any of the Company's affairs save and except as required to be furnished by the Company to the members under the Act or considered expedient by the Board in the absolute discretion of the Directors</p>	<p>Secrecy</p>
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Indemnity

132.	<p>(i) Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceeding, 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> <p>(ii) The company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the company for which they may be liable but have acted honestly and reasonably.</p>	Directors and officers right to indemnity Insurance
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Omnibus Clause

133.	<p>Whenever in the Companies Act 2013 or any of its successor Act or Rules made there under, it has been provided that the company shall have any right , privilege or authority or that the company could carry out any transaction only if the company is so authorized by its articles, then in that case , the company shall have any right , privilege or authority and to carry out such transactions as have been permitted by the Companies act or rules there under, without there being any specific regulation in that behalf herein provided.</p>	General Power
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For AGARWAL FORTUNE INDIA LIMITED

Managing Director

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

S. No.	Name, addresses, Description and occupation of subscribes	No. of equity shares taken (in words & figures)	Signature Of Subscriber	Signature, name, address description and occupation of Witness.
1.	Sudhir Bindal S/o, Shri B. N. Bindal 50-51, Manishpuri Colony Indore- 452 001 (M.P.) Business	100 One Hundred	Sd/	Witness the signature of Both the subscribers Sd/- (ANJU CHOWDHARY (Chartered Accountant) S/o, P. D. Chowdhary 7/8, Joshi Road, Karol N. Delhi - 110005
2.	Yashveer Binadal S/o, Shri B. N. Bindal 50-51, Manishpuri Colony Indore- 452 001 (M.P.) Business	100 One Hundred	Sd/	
Total No. of Shares		200 (Two Hundred)		

Dated 11-1-93

For AGARWAL FORTUNE INDIA LIMITED

 Managing Director