

TO WHOMSOEVER IT MAY CONCERN

1. Name : **-SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED**
2. CIN : **-U45309UP2022PTC157766**
3. Date of Incorporation : **-05ThJanuary, 2022**
4. Registered Office : **-Plot No. 2B/GH-7, Vrindavan Yojna Scheme -2
Part-1, Raebareli Road Lucknow UP 226025 India**

The following table explains the Stages of evolution of the above-mentioned company: -

Sr. No	Date of Incorporation/ Name change	Name of the Entity	Status as on MCA Portal	Date of Conversion/ Name Change	Annexure Enclosed
1.	07/05/2010	Saishine Housing and Projects Private Limited	Converted to LLP Saishine Housing and Projects LLP	28/06/2016	<ul style="list-style-type: none"> • Certified copy of Certificate of Incorporation • Certified copy of Memorandum of Association • Certified copy of Articles of Association
2.	28/06/2016	Saishine Housing and Projects LLP	Name changed to <i>Saishine Developers LLP</i>	15/09/2021	<ul style="list-style-type: none"> • Certified copy of Conversion to LLP Certificate • Certified copy of Name Change Certificate
3.	15/09/2021	Saishine Developers LLP	Converted to CMP and Dissolved <i>Converted into Saishine Developers Private Limited</i>	05/01/2022	-



4.	05/01/2022	Saishine Developers Private Limited	Name changed to " Saishine Housing and Projects Private Limited "	13/01/2024	<ul style="list-style-type: none"> • Certified copy of Certificate of Incorporation • Certified copy of Memorandum of Association • Certified copy of Articles of Association
5.	13/01/2024	Saishine Housing and Projects Private Limited	<u>ACTIVE</u>	-	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation pursuant to name change • Copy of Memorandum of Association • Copy of Articles of Association

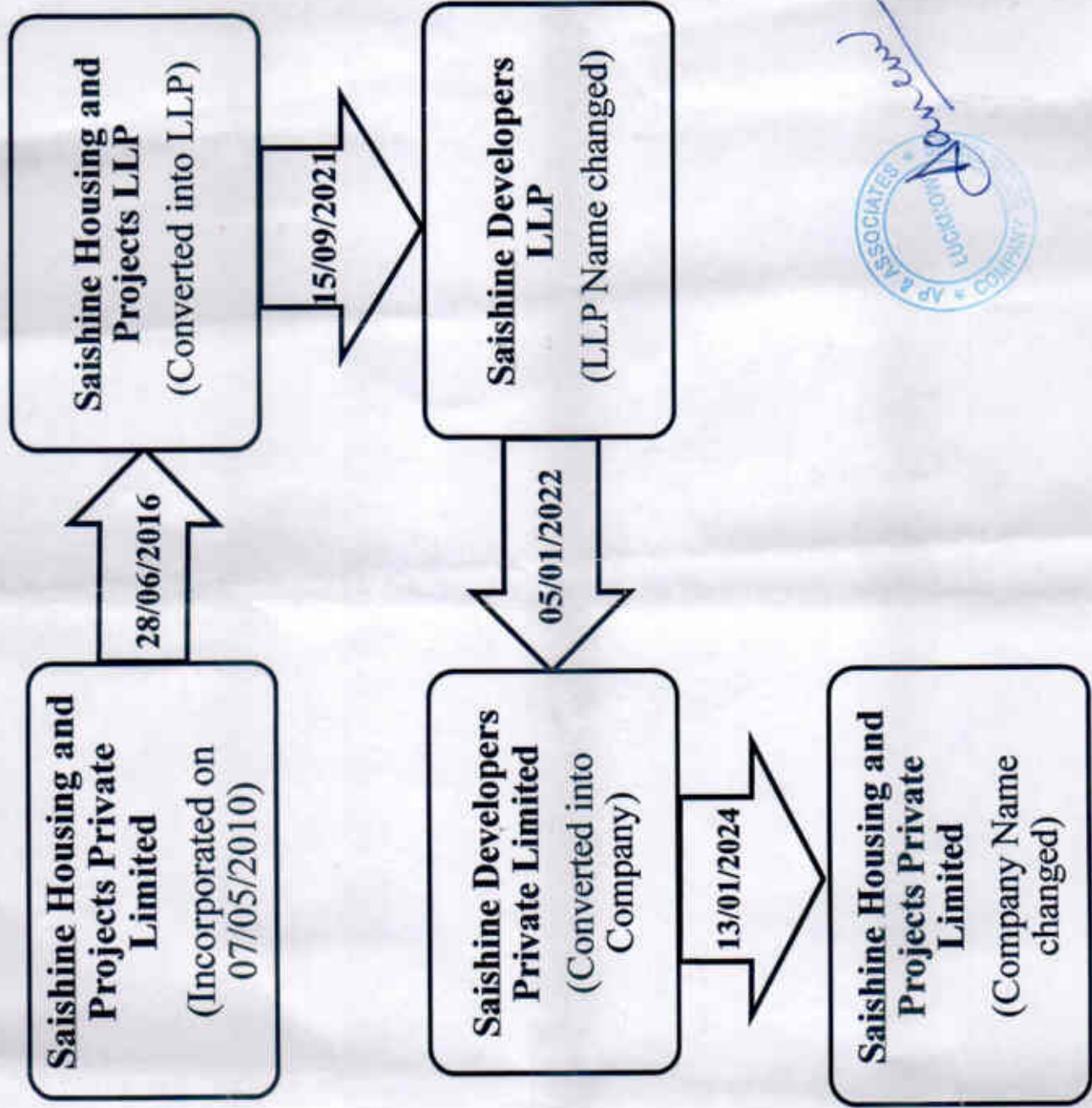
**For A.P & Associates
Company Secretaries**



Aanchal Piplani
Practicing Company Secretary.
M. No. 10838
CP. No. 10183

Date: 18/01/2024
Place: Lucknow
UDIN: F010838E003250338

Flow Chart of the Evolution of the Company since 07/05/2010



GOVERNMENT OF INDIA

Registrar of Companies - Kanpur

Westcott Building, The Mall,, Kanpur, Uttar Pradesh, 208001, India

Dated : Aug 18, 2023

/ 3904

18-8-23

To,

KABIR SINGH

KANPUR,,KANPUR,Uttar Pradesh,IN-208027

Subject: Issue of certified copies applied vide X50273515

Sir/Madam,

This is with reference to your request dated 17.08.2023 filed vide SRN X50273515 for following documents:

Document Name	Page Nos	No of Copies
Copy of certificate of registration of the entity-05012022	ALL	1
Form URC-1-05012022-signed	ALL	1

Certified copies of the above documents as requested along-with acknowledgment of the Stamp duty paid against each document is enclosed with this letter.

The request has been closed as completed accordingly.

Yours sincerely,


Registrar of Companies - Kanpur

Ministry of Corporate Affairs

FORM NO. URC-1

[Pursuant to rule 3(2) of the Companies Rules, 2014 read with section 366 of The Companies Act, 2013]



Application by a company for registration under section 366

Form language English Hindi

Refer the instruction kit for filing the form.

- 1 Type of company
2. (a) Type of existing entity
- (b) LLPIN/ Registration Number
- (c) *Name of the existing entity
- (d) *Address of the existing entity
- (e) *Email Id of the existing entity
- (f) *Number of members in the existing entity as on the date of application
- (g) Name of the proposed company
3. (a) Category of the proposed company
- (b) *Whether liability of the members of the company is limited by any Act of Parliament other than Companies Act Yes No
4. (a) *Date of instrument constituting the existing entity (DD/MM/YYYY)
- (b) *Description of the instrument
5. (a) Number of shares taken up to date
- | | |
|------------|-------------------------------------|
| Equity | <input type="text" value="10,000"/> |
| Preference | <input type="text" value="0"/> |
- (b) Amount paid on each share
- | | |
|------------|---------------------------------|
| Equity | <input type="text" value="10"/> |
| Preference | <input type="text" value="0"/> |
6. (a) Date of passing resolution for declaring the amount of guarantee
- (b) Particulars of guarantee taken up by each member
7. *Date of general meeting passing the resolution assenting to registration (DD/MM/YYYY) with limited liability
8. *Particulars of passing special resolution and the place of general meeting
9. *Total amount of the property (whether movable or immovable including actionable claims)
10. *Whether any suit or legal proceedings taken by, or pending against the entity, or any public officer or member thereof Yes No



11. (i) *Whether entity has any secured debt outstanding as on the date of application Yes No

Attachments

List of attachments

1. Particulars of members/partners along with the details of shares held by them;	Attach	1LISTOFMEMBERS_RAJKALRAV_202
2. Declaration of two or more directors verifying the particulars of all members/partners;	Attach	2LISTOFPARTNERS_RAJKALRAV_202
3.* Affidavit from all the members/partners for dissolution of the entity;	Attach	3AFFIDAVIT_RAJKALRAV_2021122110
4.* Copy of the instrument constituting or regulating the entity;	Attach	4llpdeed_RAJKALRAV_2021123012361
5. Copy of certificate of registration of the entity, if any;	Attach	coi_RAJKALRAV_20211221105512.pdf
6. *Copy of Newspaper advertisement;	Attach	Advertisement_RAJKALRAV_20220105
7. *Certificate from a CA/CS/CWA certifying the compliance with all the provisions of Stamp Act, to the extent applicable;	Attach	7CSCERTIFICATE_RAJKALRAV_2021
8. Consent of majority of members;	Attach	8RESOLUTION_RAJKALRAV_2022010
9. Consent of at least three-fourth of members agreeing for registration under this part;	Attach	
10. No objection certificate from the concerned Registrar of Firms or Registrar of Companies(LLP);	Attach	10AFFIDAVIT_RAJKALRAV_20211221
11. No objection certificate/Consent given by secured creditors;	Attach	
12. Statement of accounts of the existing entity, prepared not later than 15 days preceding the date of application duly certified by auditor, if applicable	Attach	12STATEMENTSOFACTOUNT_RAJKA
13. Copy of the resolution declaring the amount of guarantee	Attach	
14.* Undertaking by the proposed directors for compliance with requirements of Indian Stamp Act, 1899	Attach	14UNDERTAKING_RAJKALRAV_2021
15.*A copy of latest Income Tax Return of the firm	Attach	ITRETURN_RAJKALRAV_20211221105
16. Declaration from all the members regarding compliance as per section 8(1)(b) and section 8(1)(c) of the Act and detailed objects of the company.	Attach	
17. Optional attachment(s) (if any)	Attach	17OPTIONAL_RAJKALRAV_20211221

Declaration

I, MANOJ AGARWAL, a person named in the articles as a Director declares that all the requirements of The Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. I am authorized by other promoters subscribing to the Memorandum of Association and Articles of Association and the first directors to give this declaration and to sign and submit this Form. It is further declared and verified that

- 1. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.
- 2. All the required attachments have been completely and legibly attached to this form.

***To be digitally signed by**

*Designation Director

*DIN/ DPIN or PAN of the director 03602255



Certificate by practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder relevant to this form and I have verified the above particulars (including attachment(s)) from the original records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

- i. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
- ii. All the required attachments have been completely and legibly attached to this form.

*To be digitally signed by

Proprietor
 Director
 Company Secretary

- * Chartered Accountant (in whole-time practice) or Cost Accountant (in whole-time practice) or
- Company Secretary (in whole-time practice)

* Whether associate or fellow Associate Fellow

* Membership number

54503

* Certificate of practice number

20150

Note: Attention is drawn to provisions of Section 448 and 449 of the Companies Act, 2013 which provide for punishment for false statement / certificate and punishment for false evidence respectively.

Modify

Check Form

Prescrutiny

Submit

For office use only:

eForm Service request number (SRN)

T65646283

eForm filing date

21/12/2021

(DD/MM/YYYY)

Digital signature of the authorising officer

This e-Form is hereby registered


HARSHAD
HARSHAD
TAVANAM

Confirm submission

Date of signing

05/01/2022

(DD/MM/YYYY)





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Central Registration Centre

[Refer Rule 20 of the LLP Rules, 2009]

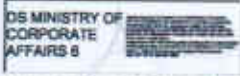
FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHANGE OF NAME

LLP Identification Number: **AAG-7884**

In the matter of SAISHINE HOUSING AND PROJECTS LLP

I hereby certify that SAISHINE HOUSING AND PROJECTS LLP which was originally incorporated on Twenty eighth day of June Two thousand sixteen under the LLP Act, 2008 as SAISHINE HOUSING AND PROJECTS LLP having duly passed the necessary resolution in terms of Rule 20(1) of the LLP Rules, 2009. The name of the said Limited Liability Partnership (LLP) is this day changed to SAISHINE DEVELOPERS LLP and this certificate is issued pursuant to Rule 20(3) of the said Rules.

Given under my hand at Manesar this Fifteenth day of September Two thousand twenty-one.



VIJAYA SIMHA REDDY YANNAM



For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Mailing Address as per record available in Registrar office:

SAISHINE DEVELOPERS LLP
PLOT NO. 2B/GH-7, VRINDAVAN YOJNA, SCHEME-2, PART-1, RAEBARELI ROAD,
LUCKNOW, Lucknow,
Uttar Pradesh, 226025, India.



GOVERNMENT OF INDIA

Registrar of Companies - Kanpur

Westcott Building, The Mall,, Kanpur, Uttar Pradesh, 208001, India

Dated : Aug 18, 2023

3902
18-8-23

To,

KABIR SINGH

KANPUR,,KANPUR,Uttar Pradesh,IN-208027

Subject: Issue of certified copies applied vide X50253376

Sir/Madam,

This is with reference to your request dated 17.08.2023 filed vide SRN X50253376 for following documents:

Document Name	Page Nos	No of Copies
Certificate on conversion of private company/ unlisted public company into LLPP - 28JUN2016	ALL	1
LLP Form5-15092021-signed	ALL	1

Certified copies of the above documents as requested along-with acknowledgment of the Stamp duty paid against each document is enclosed with this letter.

The request has been closed as completed accordingly.

Yours sincerely,


Registrar of Companies - Kanpur

Ministry of Corporate Affairs



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Registrar, Kanpur
10/499-B, Allenganj,, Khalasi Line,, Kanpur, Uttar Pradesh, 208002, India

FORM 19

[Refer Rule 32(1) of the LLP Rules, 2009]

CERTIFICATE OF REGISTRATION ON CONVERSION

OF

SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED

TO

SAISHINE HOUSING AND PROJECTS LLP

LLP Identification Number: AAG-7884

It is hereby certified that SAISHINE HOUSING AND PROJECTS LLP is this day registered pursuant to section 58(1) of the LLP Act, 2008.

Given at Uttar Pradesh this Twenty eighth day of June Two thousand sixteen.



Registrar, Kanpur

Note: The corresponding form has been approved by PUNEET KUMAR DUGGAL, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar office:

SAISHINE HOUSING AND PROJECTS LLP
PLOT NO. 2B/GH-7, VRINDAVAN YOJNA, SCHEME-2, PART-1, RAEBARELI ROAD,
LUCKNOW, Lucknow,
Uttar Pradesh, 226025, India.



LLP FORM NO. 5

[Pursuant to rule 20(2) of Limited Liability Partnership Rules, 2009]



Notice for change of name

Note - All fields marked in * are to be mandatorily filled.

- *Limited Liability Partnership Identification number (LLPIN)
- (a) Name of the Limited Liability Partnership (LLP)
- (b) Address of registered office of the LLP
- (c) *e-mail ID of the company
- *Service Request Number (SRN) of **RU0-LLP**
- New name of LLP after change
- Whether change in name is due to change in business of the LLP Yes No
If yes, mention new/changed business of LLP

If no, give other reasons for change of name
- * Whether change in name is based on the procedure laid down in the LLP agreement with consent of partners based on the direction from Central Government
- SRN of Form 3 (in case change of name is due to change in business of LLP)
- *Date on which consent of partner(s) was taken under sub-rule(1) of rule 20 (DD/MM/YYYY)

Attachments

- Copy of the minutes of decision/resolution/ consent of partners
- The extracts of the relevant provision of the Limited Liability Partnership Agreement, if any.
- If change is due to a direction received from the Central Government/ Registrar, then a copy of such direction.
- Optional attachment(s)- if any.

List of Attachments



Statement

- To the best of my knowledge and belief, the information given in this form and its attachments is correct and complete.
- I, being a designated partner of the LLP, am authorised to sign and submit this form.

***To be digitally signed by a designated partner**



*DIN/DPIN of the designated partner

Certificate

It is hereby certified that I have verified the above particulars(including attachment(s)) from the books and records of

and found them to be true and correct. I further certify that all the required attachment(s) have been completely attached to this form.

- Chartered Accountant in whole time practice
 - Company Secretary in whole time practice
 - Cost Accountant in whole time practice
- *Whether associate or fellow Associate Fellow
- * Membership number or certificate of practice number



For office use only:

E form Service request number (SRN) e Form filing date (DD/MM/YYYY)

Digital signature of the Authorising officer

This e-Form is hereby approved



This e-Form is hereby rejected



Date of signing (DD/MM/YYYY)



GOVERNMENT OF INDIA

Registrar of Companies - Kanpur

Westcott Building, The Mall,, Kanpur, Uttar Pradesh, 208001, India

Dated : Aug 18, 2023

To,

KABIR SINGH

KANPUR,,KANPUR,Uttar Pradesh,IN-208027

Subject: Issue of certified copies applied vide X50252337

Sir/Madam,


This is with reference to your request dated 17.08.2023 filed vide SRN X50252337 for following documents:

Document Name	Page Nos	No of Copies
MoA - Memorandum of Association-240610.PDF	ALL	1
AoA - Articles of Association-240610.PDF	ALL	1
Certificate of Incorporation-070510.PDF	ALL	1

Certified copies of the above documents as requested along-with acknowledgment of the Stamp duty paid against each document is enclosed with this letter.

The request has been closed as completed accordingly.

Yours sincerely,


Registrar of Companies - Kanpur

Ministry of Corporate Affairs

UNDER THE COMPANIES ACT, 1956
(Private Company Limited by Shares)

MEMORANDUM OF ASSOCIATION

OF

SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED

- I. The Name of the Company is **SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED.**
- II. The Registered Office of the Company will be situated in the State of Uttar Pradesh.
- III. The objects for which the Company is established are:
 - (A) MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:
 1. To Carry on the business of sale and purchase, take on lease or in exchange, or otherwise acquire any lands and / or buildings or any estate or interest in and any rights connected with, any such lands and buildings.
 2. To Carry on the business of develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes.
 3. To Carry on the business of construct, maintain, improve, develop, work, control and manage any buildings, water-works, gas-works, reservoirs, mines, roads, electric power,



heat and lights, supply-works, telephone works, hotels, clubs, restaurants, baths, places of amusement, pleasure grounds, parks, gardens, reading rooms, stores, shops, dairies, cinema, office and shopping complex, shopping malls and multiplexes, houses, bungalows, flats, cottages, single and multi-storey housing & commercial complexes, housing colonies, hotels, holiday resorts, hospitals, buildings, factories, mills, depots, warehouses, plant & machinery, stock in trade, and other works and conveniences for customers, which the company may think directly or indirectly conducive to those objects and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control and management thereof.

4. To Carry on the business of to sell or otherwise dispose off, exchange, lease, mortgage, rent or otherwise deal in properties purchased, taken on lease, exchanged or acquired, developed or constructed by the company.

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

1. To open branch offices, grant agencies/franchise at any places in India or abroad, to acquire agencies/branches of other person or companies, enter into joint venture agreement, concessions/arrangement with any person, firm, or body corporate for the purpose and in furtherance of objects of the Company.
2. To purchase, acquire, build, erect, to take on lease or on rent the office building, and do all or any such other things and acts which may be necessary conducive to the attainment of the main object and/or in the interest of the company.
3. To buy, sell, trade and deal in all kinds of plant, equipment, machinery, apparatus, tools, utensils, commodities, substances, articles and things necessary or useful for carrying on any of the above business or usually dealt with by persons engaged therein.
4. To enter into agreements with any Company or persons for obtaining by grant of licence or on such other terms of all types of rights and benefits, technical information, know/how and expert guidance and equipment and machinery required for business and things mentioned herein above and to arrange facilities for training of technical personnel by them required for business of the company.
5. To establish, provide maintain and conduct or otherwise, subsidise research, and studies, libraries, lectures, meetings and conference and by providing the remuneration to scientific and technical professors and teachers and by providing for the award, scholarships, prizes, grants and bursars to students or independent students or otherwise and to encourage, promote and award studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the

businesses which the company is authorised to carry on.

6. To acquire by concession, grant, purchase, barter, lease, licence or otherwise either absolutely or conditionally and either alone or jointly with others land, buildings,



machinery, plants, utensils, works, conveniences and such other movable and immovable properties of any description and any patents, trade marks, concessions, privileges, brevets d'invention, licences protections and concessions conferring any exclusive or limited rights to any inventions, secrets or such other information which may seem necessary for any of the purposes of the company and to construct, maintain and alter any building or work, necessary or convenient for the purpose of the company and to pay for such land, building, works, property or rights or any such other property and rights purchased or acquired by or for the company by shares, debentures, debenture stock, bonds or such other securities of the company or otherwise and manage, develop, let on lease or for hire or otherwise dispose of or turn to account the same at such time or times and in such manner and for such consideration as may be deemed proper or expedient.

7. To enter into any arrangement with any Government or authorities (municipal, local or otherwise), or any person, firm or company, in India or abroad, that may seem conducive to the objects of the company or any of them and to obtain from any such Government, authority, persons, firm or company any rights, privileges, charters, licence and concessions, which the company may think desirable and carryout, exercise and comply therewith.
8. To apply for and obtain any order of center/state or such other authority for enabling the company to carry out any of its objects into effect or for effecting any modifications of the company's constitution or any other such purposes, which may seem expedient and to make representations against any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interest.
9. To enter into any partnership or arrangement for sharing profits, union of interest, cooperation, joint-venture, reciprocal concessions or otherwise with any person, firm or company carrying on or engaged in any business or transactions which this company is authorised to carry on and subject to Section 391 to 394 of the Companies Act, 1956, to amalgamate with any other such company, having objects altogether or in part similar to those of the Company.
10. To promote, form and register, aid in the promotion, formation and registration of any company or companies, subsidiary or otherwise for the purpose of acquiring all or any of the properties, rights and liabilities of the company and to transfer to any such company any property of this company and be interested in or take or otherwise acquire, hold, sell or otherwise dispose of shares, stock, debentures and such other securities of all types in or of any such company, subsidiary or otherwise for all or any of the objects mentioned in this Memorandum and to assist any such company and to undertake the management and secretarial or such other work, duties and business on such terms as may be arranged.
11. To open accounts with any bank or financial institutions and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, hundies, bills



of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy, sell and deal in the same.

12. Subject to Sections 58A and 292 of the Companies Act, 1956 and the Rules made thereunder and the directions issued by Reserve Bank of India to borrow, raise or secure the payment of money or to receive money as loan, at interest for any of the purposes of the Company and at such time or times as may be thought fit, by promissory notes, bills of exchange, hundies, bills of lading, warrants or such other negotiable instruments of all types or by taking credit in or opening current accounts or over-draft accounts with any person, firm, bank or company and whether with or without any security or by such other means, as the Directors may in their absolute discretion deem expedient and in security for any such money so borrowed, raised or received to mortgage, pledge or charge the whole or any part of the property and assets of the company, both present and future, including its uncalled capital, by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and such other powers as may seem expedient and to purchase, redeem or pay off such securities, provided that the company shall not carry on the business of banking within the meaning of the Banking regulation Act, 1949.
13. To invest in securities other than investment in company's own shares except as permitted by the Act and deal with money of the company not immediately required, in such shares or upon such securities or investments and in such manner as may, from time to time, be determined.
14. To lend and advance money not immediately required by the Company or give credit to such persons, firms or companies and on such terms with or without security as may seem expedient and in particular to customers of and such others having dealings with the company and to give guarantees or securities of any such persons, firms, or companies as may appear proper or reasonable to the Company, provided that the companies as may appear proper or reasonable to the Company, provided that the company shall not carry on the business of banking within the meaning of Banking Regulation Act, 1949.
15. To sell, improve, alter, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the land, properties, assets and rights and the resources and undertakings of the company, in such manner and on such terms as the Directors may think fit.
16. To remunerate any person or company, for services rendered or to be rendered in or about the formation or promotion of the company or the conduct of its business.
17. To create any depreciation fund, reserve fund, sinking fund, provident fund, superannuation fund or any special or other such fund, whether for depreciation or for repairing, improving extending or maintaining any of the properties of the company or for redemption of debentures or redeemable preference shares, workers' welfare or for any other such purpose conducive to the interest of the company.



18. To provide for the welfare of employees or ex-employees of the Company and the wives and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwellings or chawls or by grants of money, pensions, allowances, bonus or other such payments or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts and/or by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and such other attendance and assistance as the company shall think fit.
19. To undertake and execute any trusts the undertaking of which may seem desirable, either gratuitously or otherwise for the attainment of the main objects of the company.
20. To procure the registration or such other recognition of the company in the Country, State or place outside India and to establish and maintain local registers and branch of the business in any part of the world.
21. To adopt such means of making known the services of the company as may be expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by grating prizes, rewards and donations or holding exhibitions.

(C) OTHER OBJECTS:

1. To assist any company or other such enterprise in its dealing with any Government, local, statutory and such other authority whether in India or abroad in the legitimate pursuit of its activities and to procure capital for any company or enterprise.
2. To carry on the business as manufacturers of stockists, importers and exporters dealers, in men's, women's and children's clothing, wearing apparel and hosiery goods of every kind, nature and description made from cotton, synthetic, wool, and/or feather.
3. To carry on the business as manufacturers of and dealers in all kinds of carpets, durries, mats, rugs, blankets and such other similar articles of woolen and worsted materials.
4. To carry on the business or businesses as manufacturers, importers and exporters of and dealers in forgings, press, structural and rolling works of all kinds and in particular (i) bolts and nuts, rivets, washers, wires, nails, screws, hinges, hooks bolts, dog spikes, and press work of all kinds; (ii) rods, bars, wires, sheets and all kinds of ferrous and non-ferrous rolling works; (iii) hand and machine tools; (iv) sanitary fittings and sanitary pipes; (v) utensils and cutlery of steel or aluminium; (vi) Electrical appliances, gadgets and (vii) cycle parts.
5. To carry on the business of manufacturers, dealers 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 kinds of renewable sources of energy and also conservation of energy.

6. To carry on the business of importers and exporters, ship owners, charterers of ship and such other vessels of all types warehousemen, ships and insurance brokers, forwarding agents and wharfingers.
7. To carry on the business as proprietors and publishers of newspapers, periodicals, journals, books and such other literary works and undertakings of all types.
8. To carry on the business manufacturers of and dealers in all kinds of natural and synthetic rubbers, elastomers, synthetic resin, latex, asbestos and formulations thereof and of all types of products and goods made of rubber, plastic, synthetic resin and asbestos.
9. To carry on the business as manufacturers, processors, producers of and dealers in dairy, farm and garden produce of all kinds, such as milk, cream, butter, ghee, cheese, condensed milk, milk powder, malt product, milk foods, milk products, and milk preparations of all descriptions, vegetables and fruits of all kinds.
10. To carry on the business as manufacturers and dealers in and sellers of all of any type of electronic components, their raw materials and equipments, audio and video products, electronic calculators, digital products, micro processor based systems, computers, communication equipments and process control equipment, instrumentation and industrial and professional grade electronic equipments.
11. To carry on the business of advisors on problems relating to the administration and organization of industry and business and to advise upon the means and methods for extending, developing and improving all types of business or industries and all systems and processes relating to the production, storage, distribution, marketing and sale of goods and or relating to the rendering of the services. To engage in research in all problems relating to industrial and business management and distribution, marketing and selling and to collect, prepare and distribute information and statistics relation to any type of business or industry.
12. To carry on the business as manufacturers and dealers in textiles such as man made fibers, cotton, silk, jute, woolen and synthetics.
13. To carry on the business of manufacturing, rolling and processing of all kinds of steel, ferrous and non-ferrous ingots, billets and of all articles and things used in the manufacturing, maintenance and working thereof.
14. To carry on the business of manufacturing and/or processing of oxygen and other gases, chemicals, industrial alcohols, graphite electrodes and petroleum products, vegetable oils, alcoholic and non-alcoholic drinks and beverages of all kinds and brewers and distillers.



15. To carry on the business of running trucks, trailers, tempos, motor lorries, motor taxis and conveyances of all types for carriage/transportation of goods and passengers on such routes as the company may deem fit and to do the business of common carriers.
16. To carry on the business as manufacturers and dealers of tractors, automobiles, automatic and semi-automatic vehicles, earth moving equipment, cycles, mopeds and any other such vehicles of all types.
17. To carry on the business as manufacturers and dealers of cement, asbestos, ceramics, sanitary fittings and chinaware.
18. To carry on business as importers, exporters, import agents, buyers and sellers of all kinds of food-stuff, canned or otherwise, including meat, sheep pigs, poultry, goat and other live and dead stock, milk, cream, butter, cheese, eggs, sausages, preserved meat and other commodities, articles, goods or things as required in Hotel Business.
19. To purchase, erect or otherwise acquire, establish and equip and to carry on the business of hotel, motel, restaurants, café, tavern, beer-house, refreshment room, eating house, bar, swimming pool and to carry on the business as hoteliers, hotel proprietors, hotel managers and operators, refreshment contractors and caterers, restaurant keepers, refreshment room proprietors, milk and snack bar proprietors, café and tavern proprietors, lodging house proprietors, ice-cream merchants, sweetmeat merchants, milk manufacturers and merchants, bakers, confectioners, professional merchants, licensed victualers, wine and spirit merchants, blenders and bottlers.
20. To carry on the business as investment Company including to buy, underwrite, invest in, acquire, hold, and deal in shares, stocks, debentures, debenture stocks, bonds, obligations, and securities of any kind issued or guaranteed by any company constituted or carrying on business in India or elsewhere, and debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any Government, public body or authority, firm or person in India or elsewhere.
21. To provide consultancy and other services including merchant banking services in connection with the issue of shares, debentures, bonds, etc. the raising of loans and fixed deposits, to negotiate and arrange finances, to act as managers and issue brokers, underwriters, portfolio managers, registrars and transfer agents, debenture trustees, etc. to act, as promoters and to otherwise assist in the setting up, expansion, diversification, modernization, takeover, amalgamation, acquisition, merger, etc., of any business, industry or other venture, to undertake the preparation of project reports and feasibility reports, to conduct market surveys and statistical and economic surveys, to carry out related research work and disseminate information.
22. To act as agents, sub-agents, brokers, sub-brokers, guarantee agents, finance agents, debenture trustees, dealers and market makers, for investments, loans, payments, deposits, transmissions, collections of money and for the purchase, sale, lease and



management of any shares, debentures, bonds or other stocks, securities, property, stock in trade, real or personal estates rights, concessions, privileges, licenses, easement, or interest in or with respect to any of the above activities and to carry on business of corporate counseling, investment counseling, inter corporate investment canvassers, investment business, finance and discount brokers, foreign exchange brokers (with the permission of the RBI or other authorities).

23. To carry on all or any of the business, in India or abroad, of manufacturing, preparing, processing, mixing, growing and formulating, marketing and dealing in, as principals or agents, whether by obtaining agencies, distribution and/or marketing rights, of all types and kinds of Allopathic, Ayurvedic, Unani, Sidh and Herbo-mineral, pharmaceutical and veterinary medicines, cosmetics, disinfectants, their raw materials, herbs, spices and agro based products in all its forms including but not restricted to tables, capsules, granules, powders, syrups, drops, chatnies, pishties and jellies.
24. To carry on the business, in India or abroad, of marketing, as principals or agents, all or any type of consumer products and general merchandise, particularly the items approved by the Khadi and Village Industries Board/Commission and/or by any Government for support or upliftment of industries, weaker sections or villagers.

IV. The Liability of the members is limited.

V. The Authorised Share Capital of the Company is Rs. 1,00,00,000/- (Rupees One Crore only) divided into 10,00,000 (Ten Lacs Only) equity shares of Rs. 10/- (Rupees Ten) each.

CERTIFIED TRUE COPY

DIRECTOR



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

Name, Description Occupation and address of subscribers	Number of Equity shares taken by each subscriber	Signature of subscriber	Signature of witness with address and occupation
Rajendra Kumar Singh S/o Ram Shanker Singh (Business) Add- D-305, Indira Nagar Lucknow	5000 (Five Thousand)	SD/-	SD/-
Smt. Aishwarya Pandey W/o Sri Sudhir Pandey Add-3/305, Vivek Khand Gomti Nagar, Lucknow- 226010	5000 (Five Thousand)	SD/-	Dharmendr Singh S/o Shri Babu Ram Choudhri R/o S-157/D, Sakti Nagar, Lucknow-226016 Advocate
	----- 10000 (Ten Thousand Only)		

Place: Lucknow
Dated: 04/05/2010



UNDER THE COMPANIES ACT, 1956
(Private Company Limited by Shares)

**ARTICLES OF ASSOCIATION
OF
SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED**

I. PRELIMINARY

1. Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the time when the Articles become binding on the company.

2. 'The Act' means the Companies Act, 1956.

'The Company' means **SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED.**

'The Directors' mean the Directors for the time being of the company including Chairman, Directors, Managing Director or Executive/Whole-time Director(s).

'The Board' or 'Board of Directors' means the Board of Directors of the Company for the time being.

'The Member' means the shareholder of the company including promoters.

'Table-A' means Table-A of the first schedule of the Companies Act 1956.

Word denoting singular number also includes the plural number and vice-versa.

3. The regulations contained in Table-A, in the first Schedule of the Companies Act, 1956 shall apply to the company, except so far as are expressly incorporated in these Articles and in case of any conflict between the provisions contained herein and the clauses of 'Table-A' the provisions contained herein shall prevail.



II PRIVATE COMPANY

4. The company is a Private Company within the meaning of Section 3(1)(iii) of the Act and accordingly:
- No invitation shall be issued to the public to subscribe for any share in, or debenture of the company.
 - The right to transfer of shares of the company shall be restricted in the manner hereinafter provided.
 - The number of the members of the company is limited to fifty only excluding:-
 - Persons who are in the employment of the company; and
 - Persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased.PROVIDED that where two or more persons hold one or more shares in the company, jointly, they shall, for the purpose of this definition, be treated as a single member.
 - The invitation or acceptance of deposits from persons other than its members, directors and their relatives is prohibited.

III. SHARE CAPITAL

5. (a). The authorised capital of the company is Rs. 1,00,00,000/- (Rupees One Crore only) divided into 10,00,000 (Ten Lacs Only) equity shares of Rs. 10/- (Rupees ten) each with power to increase or reduce the share capital of the Company or consolidate, sub-divide or alter the same, whether with or without any preferential or special rights attached thereto, as may be provided in the Articles of Association of the Company.

(b). Subject to the provisions of these presents, the shares shall be under the control of the Directors who may allot or otherwise dispose of the same for cash or for a consideration other than cash to such persons (including HUF through its Karta and the fully paid-up shares only to minors and persons of unsound mind through father and natural guardian and/or legal administrators) and on such terms and conditions at such time or times and either at a premium or, subject to the provisions of the Act, at a discount, as they think fit.

(c). Subject to the provisions of Sections 77A and 77B of the Act or any statutory modification thereof and the Rules made there under, the Company may purchase its own shares and other specified securities under a buy-back scheme.

IV. LIEN

6. The company shall have a first and paramount lien upon all the shares registered in the name of each member and that lien shall apply to fully paid shares also.

V. TRANSFER OF SHARES

7. No share shall be transferred to a person who is not a member of the company, so long as any member is willing to purchase the same and in case of refusal by all members any



CERTIFIED TRUE COPY
DIRECTOR

person selected by the Board as one whom it is desirable in the interest of the company to admit to membership.

8. Any share may be transferred –
 - a. by a member or other person entitled to transfer to any member,
 - b. by a member to his/her child and/or lineal descendant, father, mother and spouse of such member.
9. (a). In case of death of a member, the shares held by him may be transferred (transmitted) to his Nominee or Nominees or to the holder of succession certificate, to any child or lineal descendant, and in the absence of any such nomination/succession to widow/widower, father and mother of such deceased member, in the order mentioned hereby.

(b). Subject to the provisions of Sections 109A and 109B of Companies Act, 1956 or any statutory modification thereof every holder of shares in the Company may, at any time, nominate a person to whom his shares in the Company shall vest in the event of his death. In the event of nominee being a minor, the holder of shares in the Company shall simultaneously appoint any person to hold the said shares as a guardian of said nominee during his minority.
10. If the Board refuses to register any share for any reason whatsoever-it shall within two months after the date on which the transfer was lodged with the company send to the transferor and the transferee, notice of the refusal.

11. No fee will be charged for the registration of transfer or transmission of any share.

VI. GENERAL MEETINGS

12. In addition to any other meeting, general meetings of the company shall be held within such intervals as are specified in the Act, at such times and places as may be determined by the Board. Each such meeting shall be called 'Annual General Meeting'.
13. The Board may, whenever, think fit, call an extra ordinary general meeting.

VII. PROCEEDINGS AT GENERAL MEETING

14. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
(ii) Two members present in person shall be a quorum.
15. (i) The Chairman, if any, of the Board shall preside at every General Meeting of the company.
(ii) If there is no Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the meeting, the directors present may elect a person as the Chairman of the meeting from amongst themselves.



- (iii) If at any General Meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present may elect one of their number to be Chairman of the meeting.
16. (i) The Chairman 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 place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of original meeting.
- (iv) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at meeting.
17. An Annual General Meeting and/or extra-ordinary General meeting may be called by giving seven clear day's notice in writing.
18. Subject to any rights or restrictions for the time being: -
- On a show of hand, every member present in person shall have one vote; and
 - On a poll, the voting rights of members shall be as laid down in Section 87 of the Act.
 - In case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to second or casting vote.

VIII. DIRECTORS

19. Until otherwise determined by the company in General Meeting the number of Directors shall not be less than two and more than twelve, including nominee directors.
20. No Director shall be required to hold any qualification shares.
21. The following shall be the first directors of the Company and shall not be liable to retire by rotation: -
- RAJENDRA KUMAR SINGH
 - AISHWARYA PANDEY
22. The Board shall have power to appoint any person as a director provided any vacancy exists in the Board for any reason whatsoever. Any director so appointed shall hold office only up to the date of the next Annual General Meeting of the Company.
23. The Board shall have power to fill a casual vacancy in the Board whether by means of a resolution passed at a meeting of the Board or by circulation. Any Director so appointed shall hold office only up to the date upto, which the Director in whose place he is appointed would have held office, if it had not been vacated as aforesaid.



24. The Board shall have powers to appoint the representative/nominee of the Bank/Financial Institution on the Board so that the total number of Directors shall not exceed the maximum limit for the time being prescribed.
25. The Board shall have powers to appoint a Managing Director, Executive Director or whole time Directors. The Board shall decide the salary, allowances and perquisites of such directors.
26. A Director of the Company may be appointed an Officer or employee of the Company and shall be entitled to draw the salary and allowances for which he is entitled as per provisions of law. An Officer or employee so appointed shall not invalidate him to receive the perquisites and allowances for which the other Directors may be entitled as per provisions of these Articles or as per decisions of the Board.
27. Each Director shall be entitled to receive out of the Funds of the Company for attending the meetings of the Board or Committee thereof, or general meetings of the Company, such sum as fee as may be determined by the Board. The Director(s) shall also be paid/reimbursed traveling and other expenses properly incurred by him/them for attending the meetings.

IX. MANAGEMENT

28. The management of the Company shall be vested in the Board and the Board may exercise all such powers and do all such acts and things as the Company is, by its Memorandum of Association or otherwise, authorised to exercise or do and as are not hereby or by statute directed or required to be exercised, or done by the Company in general meeting.

X. POWERS OF MANAGING DIRECTOR

29. Managing Director shall have full powers to do all such acts and things as may be done by the Company and are not by law expressly directed to be done by the Board, in its meeting, or by any regulations of these Articles, or the provisions of the Act and such other regulations not being inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting.
30. Without prejudice to the general powers conferred by the preceding clauses and the other powers conferred by these presents, but in furtherance thereof, it is hereby expressly declared that the Managing Director shall have the following powers, that is:
 - a. To pay the cost, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Company.
 - b. To open, deal and operate any type of banking accounts with any bank or bankers for carrying on any business of the Company and operate such banking account either jointly or severally with such conditions as may be specifically laid down by the Board.
 - c. To raise or borrow any sum or sums of money or make arrangements for finance for the purpose of the Company, upon such terms and conditions as he may think fit and in



particular by the mortgage or charge of all or any part of the property of the Company and of its uncalled capital subject to approval of the Board.

XI. CONTRACT BY DIRECTORS WITH COMPANY

31. A Director may vote and take part in discussion in respect of any contract or arrangement in which he is interested.

XII. PROCEEDINGS AT BOARD MEETINGS

32. The quorum necessary for the transaction of the business of Directors shall be two or one third of the total number of Directors whichever is higher, subject to Section 287 of the Companies Act, 1956.
33. Subject to the provisions of Section 285 of the Act, a meeting of the Board of Directors shall be held at least once in every three calendar months and at least four such meetings shall be held in each calendar year. The Directors may meet together for the discharge of the business, adjourn and otherwise regulate their meetings and proceedings, as they think fit.
34. Notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director for the time being in India and at his usual address in India to every other Director.
35. A meeting of the Board of Directors, at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretions vested by law or under these Articles for the time being.
36. The Managing Director or a Director or a Secretary upon the requisition of Director(s), may at any time convene a meeting of the Directors.
37. The questions arising at any meeting of the Directors shall be decided by a majority of votes and in case of any equality of vote, the Chairman shall have a second or casting vote.
38. The Directors may elect a Chairman of their meeting and determine a period for which he is to hold office. If at any meeting Chairman is not present within fifteen minutes of the time appointed for holding the same or is unwilling to preside, the Directors present may elect one of their numbers to be the Chairman of such a meeting.
39. Subject to the provisions of Section 292 of the Act, the Board of Directors may delegate any of their powers, other than the power to borrow and to make calls, and any other powers which by reason of the provisions of the said Act can not be delegated, to Committees consisting of such member or members of their body or to any other person, firm or company as they may think fit and they may from time to time, revoke and discharge any such Committee, person, firm or company either wholly or in part and either as to person or persons. Every Committee so formed or delegate so appointed, in exercise



of powers so delegated, shall conform to any regulations that may, from time to time, be imposed on it by the Directors and all acts done by any such Committee or the delegate as the case may be in conformity with such regulations and in fulfillment of the purpose of their appointment, but not otherwise shall have the like force and effect as if done by the Board.

40. A resolution not being a resolution required by the said Act or by these Articles to be passed only at a meeting of the Directors, may be passed without the meeting of the Directors or a Committee of Directors provided that the resolution has been circulated in draft together with necessary papers, if any, to all the Directors or to all the members of the Committee then in India (not less than the quorum fixed for a meeting of the Board or Committee, as the case may be) and to all other Directors or members at their usual address in India, and has been approved by such of the Directors as then in India or by a majority of such of them as are entitled to vote on the resolution.
41. All acts done by a director shall be valid, notwithstanding that it may be afterwards discovered that his appointment was invalid by reason of any defect or disqualification or his appointment had terminated by virtue of any provisions contained in the said Act or in these Articles. Provided that this Article shall not give validity to act done by a Director after his appointment has been shown to the company to be invalid or have terminated.

XIII. POWERS OF THE DIRECTORS

42. Subject to Section 292 of the Act, the Board of Directors shall have the right to delegate any of their powers to such managers, agents or other persons as they may deem fit and may at their own discretion revoke such powers.
43. The Board of Directors shall have powers for the engagement and dismissal of managers, engineers, clerks and assistants and shall have power of general direction, management and superintendence of the business of the company with full powers to do all such acts, matters and things deemed necessary, proper or expedient for carrying on the business of the company, and to make and sign all such contracts and to draw and accept on behalf of the company all such bills of exchange, hundies, cheques, drafts and other Government papers and instruments that shall be necessary, proper or expedient, for the authority and direction of the company except only such of them as by the Act or by these presents are expressly directed to be exercised by share holders in the general meeting.

XIV. BORROWING POWERS

44. Subject to the provisions of Sections 58A and 292 of the Companies Act, 1956, the Board of Directors shall have the power, from time to time and at their discretion, to borrow, raise or secure the payment of any sum of money for the purpose of the company in such manner and upon such terms and conditions in all respects as they think fit and in particular by the mortgage or charge upon all or any of the properties of the company both present and future including its uncalled capital for the time being.



XV. OPERATION OF BANK ACCOUNT

45. The Board of Directors shall have the power to open bank accounts, to decide manner of signing cheques on behalf of the company and operation of all banking accounts of the company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies and bills or may authorize any other person or persons to exercise such power.

XVI. ACCOUNTS

46. The Board shall cause proper books of accounts to be maintained under Section 209 of the Act.
47. Subject to the provisions of Section 209A of the Act, the Board shall also, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations account books of the company or any of them, shall be open to the inspection of members not being Directors.
48. Subject to the provisions of Section 209A of the Act, no member (not being a Director) or other person shall have any right of inspecting any account book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

XVII. BALANCE SHEET AND PROFIT AND LOSS ACCOUNT

49. Balance sheet and Profit and Loss Account of the Company will be audited once in a year by a qualified auditor for certification of correctness as per provisions of the Companies Act, 1956.

XVIII. AUDIT

50. The Board of Directors shall appoint the first auditors of the Company within one month after its incorporation who shall hold office till the conclusion of first Annual General Meeting. Subsequent appointment/re-appointment of Auditors shall be made in accordance with the provisions of Section 224 of the Companies Act, 1956 or any statutory modification thereof for the time being in force.
51. The Directors may fill up any casual vacancy in the office of the Auditors.
52. The Company in general meeting except that the Board of Directors may fix remuneration of the first or any auditors appointed by the directors shall fix the remuneration of the auditors.

XIX. SEAL

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



- (ii) The seal shall not be affixed to any instrument except by the authority of resolution of the Board or a Committee of the Board authorised by it in that behalf and except in the presence of at least one director and that one director shall sign every instrument to which the seal of the Company is so affixed in his presence. The share certificate will, however, be signed and sealed in accordance with Rule 6 of the Companies (Issue of Share Certificates) Rules, 1960.

XX. SECRECY

54. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any general meeting or by the law of the Country and except so far as may be necessary in order to comply with any of the provisions in these presents and the provisions of the Companies Act, 1956.

XXI. INDEMNITY

55. Subject to the provisions of Section 201 of the Companies Act, 1956, the Chairman, Directors, Auditors, Managing Directors and other officer for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the company and their heirs and executors shall be indemnified out of the assets and funds of the company from or against all bonafide suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duties in their respective offices except those done through their willful neglect or default. Any such officer or trustee shall not be answerable for acts, omissions, neglects or defaults of any other officer or trustee.

XXII. WINDING UP

56. . (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 in kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (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 as the liquidator shall think fit but so that no member shall be compelled to accept any shares or such other securities whereon there is any liability.



Name, Description Occupation and Addresses of Signatories	Signature of Signatories	Name, address and description of witness
<p>Rajendra Kumar Singh S/o Ram Shanker Singh (Business) Add- D-305, Indira Nagar Lucknow</p> <p>Smt. Aishwarya Pandey W/o Sri Sudhir Pandey Add-3/305, Vivek Khand Gomti Nagar, Lucknow-226010</p>	<p>SD/-</p> <p>SD/-</p>	<p>SD/-</p> <p>Dharmendr Singh S/o Shri Babu Ram Choudhri R/o S-157/D, Sakti Nagar, Lucknow-226016 Advocate</p>

Place: Lucknow
Dated: 04/05/2010





प्रारूप 1

पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45400UP2010PTC040499

2010 - 2011

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED .

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक सात मई दो हजार दस को मेरे हस्ताक्षर से कानपुर में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U45400UP2010PTC040499

2010 - 2011

I hereby certify that SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Kanpur this Seventh day of May Two Thousand Ten .

(SANJAY BOSE)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

उत्तर प्रदेश एवं उत्तराखण्ड

Uttar Pradesh and Uttarakhand

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED

3/305 VIVEK KHAND, GOMTI NAGAR,

LUCKNOW - 226010,

Uttar Pradesh, INDIA



GOVERNMENT OF INDIA

Registrar of Companies - Kanpur

Westcott Building, The Mall,, Kanpur, Uttar Pradesh, 208001, India

Dated : Aug 18, 2023

13902

To,

18-8-23

KABIR SINGH

KANPUR,,,KANPUR,Uttar Pradesh,IN-208027

Subject: Issue of certified copies applied vide X50256718, X50392687

Sir/Madam,

This is with reference to your request dated 17.08.2023 filed vide SRN X50256718 for following documents:

Document Name	Page Nos	No of Copies
Memorandum of association-05012022	ALL	1
Articles of association-05012022	ALL	1
CERTIFICATE OF INCORPORATION-20220105	ALL	1

Certified copies of the above documents as requested along-with acknowledgment of the Stamp duty paid against each document is enclosed with this letter.

The request has been closed as completed accordingly.

Yours sincerely,


Registrar of Companies - Kanpur

Ministry of Corporate Affairs



सत्यमेव जयते

**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that SAISHINE DEVELOPERS PRIVATE LIMITED is incorporated on this Fifth day of January Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45309UP2022PTC157766.

The Permanent Account Number (PAN) of the company is **ABHCS6175K** *

The Tax Deduction and Collection Account Number (TAN) of the company is **LKNS22140G** *

Given under my hand at Manesar this Fifth day of January Two thousand twenty-two .



Digital Signature Certificate
Mr. VIJAYA SIMHA REDDY YANNAM

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

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

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

SAISHINE DEVELOPERS PRIVATE LIMITED
PLOT NO. 2B/GH-7, VRINDAVAN YOJNA SCHEME, -2, PART-1,
RAEBARELI ROAD, Lucknow, Lucknow, Uttar Pradesh, India, 226025



* as issued by the Income Tax Department



THE COMPANIES ACT, 2013**(COMPANY LIMITED BY SHARES)****MEMORANDUM OF ASSOCIATION OF DUCTVICE PRIVATE LIMITED**

- I. The name of the Company is **SAISHINE DEVELOPERS PRIVATE LIMITED**
- II. The registered office of the Company will be situated in the State of **UTTAR PRADESH**
- III. The objects for which the Company is established are:

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

1. To carry on in India or elsewhere the business of builders, contractors, designers, architects, decorators, furniture, consultants, constructors, financiers, and brokers of all types of buildings and structures including houses, flats, apartments, offices godown, warehouses, shops, factories, sheds, hospitals, hotels, holiday resorts, shopping cum residential complexes and to develop, erect, install, alter, improve, add, establish, renovate, recondition, protect, participate, enlarge, repair, demolish, remove, replace, maintain, manage, buy, sell lease, let on hire, commercialize, turn to account, fabricate, handle & control, all such buildings, and structures, and to purchase, sale or deal in all types of movable or immovable properties for development, investment, or for resale and to act as buyer, seller, importer, exporter, agent, distributor, stockiest, or otherwise to deal in all types of raw materials, goods, fittings, parts, accessories, know-how, consumables, plants & machinery, tools and tackles used for the foregoing purpose and to do all incidental acts and things necessary for the attainment of above objects.
2. To carry on in India or elsewhere, either alone or jointly with one or more person government local or other bodies, the business to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop dismantle, pull down turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, taste, inspect, locate, modify, own, operate, protect, promote, provide, participate, reconstruct, grout, dig, excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist, and to act as civil engineer, architectural engineers, interior decorator, consultant, advisor, agent, broker, supervisor, administrator, contractor, sub-contractor, turnkey contractor and manager of all types of constructions and developmental work in all its branches such as roads, ways, culverts, dams, bridges, railways, tramways water tanks, reservoirs, canals, wharves, warehouses, factories, buildings, structures, drainage & sewage works, water distribution & filtration systems, docks, harbors, pie irrigation works, foundation works, flyovers, airports, runways, rock



drilling, aqueducts, stadiums, hydraulic units, sanitary work, power supply works, power stations, hotels, hospitals, dharmshalas, multi stories, colonies, complexes, housing projects and other similar works and for the purpose to acquire handover, purchase, sell, own, cut to size, develop, distribute or otherwise to deal in all sorts of lands & buildings and to carry on all or any of the foregoing activities for building materials, goods plants, machinery, equipment, accessories, parts, tools, fittings, articles, materials and facilities of whatsoever nature and to do all incidental acts and things necessary for the attainment of foregoing objects.

3. To do the business conducive to the main objects as can in the opinion of the company, be advantageously or conveniently carried on by the company by way of extension of, or in connection with, any of the company's business or as calculated directly or indirectly to develop or benefit any branch of the company's Business or to increase the value or turn to account any of the company's assets, property or rights if so authorized under the object clause.
4. To acquire by concession, grant, purchase, barter, lease, license or otherwise either absolute or conditionally, and either alone or jointly with others, any land, buildings, machinery, plant, utensils, works, conveniences or other movable and immovable property of any description and any patents, trademarks, concessions, privileges and other rights, for the objects and business of the company, and to construct improve control, maintain and alter work, manage carry out or control any plants, machinery, buildings, godown, shops, stores, roads, watercourses electric works and other works and conveniences and to contribute, to or otherwise assist or to take part in the construction, Improvement, maintenance, working management and carrying out thereof, necessary or convenient for the purpose of the company, and to pay for such land, buildings, works, property or rights or any other property and rights purchased or acquired by or for the shares, debentures, bonds, or other securities of the company, or by cash or otherwise and to manage, develop, sell let on lease or hire, or otherwise dispose of or turn to account the same at such time or times, and in such manner, and for such consideration as may be deemed proper or expedient.

(B) IN FURTHERENCE OF OBJECTS OF CLAUSE 3(A) OF MOA:

1. To apply, approach, purchase, tender, auction, hold, protect, prolong, work, use or otherwise to acquire, renew or dispose of in any part of the world any patents, copyrights, trade secrets, secret processes, information, know-how, formulas, inventions, trade marks, monos, designs, licenses, concessions, and the like, confirming any absolute, exclusive, non-exclusive, limited, temporary or permanent right to use or work the same or any secret or other information as to any inventions which may seem capable of being used for any of the



purposes of the Company or the acquisition of which may seem beneficial to the Company and to use, exercise, develop or grant licenses in respect of, or otherwise, turn to account, the property, rights, or information so acquired, and to expend money in experimenting upon, testing or improving or seeking to improve any such patents, inventions, rights designs or information as aforesaid which the Company may acquire or propose to acquire.

2. To amalgamate, absorb or merge with one or more than one Company or body corporate, whether or not having similar objects as of this Company and to do all such incidental acts, deeds and things as may be necessary to give effect to the amalgamation, adsorption or merger.
3. To enter into, execute and fulfill all contracts, agreements and arrangements necessary or useful for any or all of the objects of the Company with any government, semi-government and local authorities in India or elsewhere for the purpose, sale & supply of goods, merchandise, stocks, shares, securities, moveable articles & things and to provide services & consultancy of all types to them on such terms and conditions as the Board of Directors deem fit from time to time.
4. To establish, settle, promote, form, undertake or to execute any public charitable or welfare trust for the benefit of employees, ex-employees, directors, their dependents and general public or for the development & advancement of any activity in the field of education, healthcare, public welfare, science, etc. for their benefit.
5. To incorporate, float, form, constitute and promote any Company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of this Company, or for carrying on any business which this Company is authorized to carry on or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
6. For the purpose of investment, to acquire by purchase, lease, exchange, rent, auction or otherwise lands, building and hereditaments of any size, tenure or description and any estate or interest therein and any rights connected with lands so situated and to turn the same to account as may be deemed expedient and in particular by laying out, developing or assisting in developing and preparing land by constructing, decorating, furnishing and maintaining offices, flats, services flats, houses, hotels, restaurants, guesthouses bungalows, chawls, factories, warehouses, shops, cinema houses, buildings, works and conveniences and by consolidating or connecting or subdividing properties for leasing, letting or renting, selling outright or by installments on ownership, hire purchase basis or otherwise and/ or disposing of the same on any other terms and conditions.



7. To tender, make, provide and give advances of such sums of money as may be necessary for purchase of goods, services, raw materials, consumables, stores, plants, machineries, or any other movable or immovable property required for the purposes of the Company on such terms and conditions, with or without security as the Company may deem fit from time to time provided that the Company shall not carry on the business of banking as defined in Banking Regulation Act, 1949, subject to the provisions of Companies Act, 2013 and Rules made there under, and Reserve bank of India directives.
8. Subject to the provisions of Companies Act, 2013 and Rules made there under, RBI rules, SEBI guideline, as the case may be, to borrow, raise, secure, invite, promote, undertake and accept the payment of money, loan or advance with or without interest, secured or unsecured, conditional or unconditional or in such other manner as the directors may, in their absolute discretion, deem fit, and in particular, by the issue of debentures, bonds, debenture stocks, commercial papers or other securities whether convertible or nonconvertible, on mortgage, pledge, or charge on the whole or any part of the property, assets, revenue and profits of the Company, including its uncalled capital, by special assignment or otherwise, and to purchase, redeem, pay off or discharge any such securities.
9. Subject to the provisions of the Companies Act, 2013 and Rules made there under, guidelines & rules of SEBI, or such other rules and regulations as are in force, to remunerate any person by way of commission, salary, fees, charges or otherwise for services rendered, or to be rendered, in placing or procuring or guaranteeing the placing of any of the shares on private placement basis in the Company's share capital or for any debentures or other securities issued by the Company from time to time.
10. To acquire or issue and use, deal in, and pledge, mortgage, transfer, assign, sell, negotiate mercantile documents of every kind and description, and without prejudice to this generality, to draw, make, accept, endorse, discount, execute, issue and assign cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds, bills of lading, railway receipts and other negotiable or transferable instruments or securities and to purchase, sell, endorse and surrender for renewal of any government promissory notes or government war loan bonds or other securities of the Government of India or any other government.
11. To sell, transfer, lease, let on hire, dispose of or exchange any undertaking, division, branch, property, right, claim or other beneficial interest of the Company or any part thereof for such consideration as the Company may think fit and to take or hold mortgages, liens, guarantees, sureties or secure payment of the sale price, or any unpaid balance of the sale price of any part of the Company's property of any kind sold by the Company, or any money due to the Company from



buyers.

12. To apply for, promote, obtain, represent and get implemented from government, state government, foreign government or other similar authorities any orders, regulations, enactments, authorizations, charters, rights, immunities, privileges, guarantees, counter guarantees, indemnities, grants, gifts, concessions, licenses and decrees for enabling the Company to carry on its business or any of its objects into effect or for extending the powers of the Company, or for effecting any modification of the constitution which is directly or indirectly beneficial to it or for other purposes that may seem expedient and to defend and oppose any proceeding, acts, rules and regulations which may seem directly or indirectly prejudicial to the interest of the Company and for this purpose to take help of any expert, lawyer, advocate, solicitor, trade association, Chamber of Commerce etc. and to incur necessary expenses.
13. To apply for, approach, obtain, hold, renew, protect, defend, prolong, procure and manage any recognition in India or abroad in any establishments, authorities, Chamber of Commerce, institutions, organizations, trusts, associations, councils, chapters, clubs or other entities whether belonging to government, semi-government, local authorities, public bodies, private persons or otherwise for the purpose of standardization of quality, know-how, formulas, exports, imports, quotas, rights, entitlements, and other benefits as are conducive for the attainment of the objects of the Company.
14. To pay for any property, rights, services or benefits acquired by the Company either in cash or by the allotment of fully or partly paid up shares of the Company with or without preferential rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue or partly in one mode and partly in another on such terms and conditions as the Company may determine from time to time.
15. To create any type of mortgage or charge on the whole or any part of the undertaking, properties, stocks/ investments, rights, titles etc. of the Company, both present and future and on any uncalled share capital of the Company, and to create, issue, make and give debentures, debenture-stocks, bonds or other securities and obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of the items aforesaid.
16. To pay, reimburse or give credit for all costs, charges and expenses out of the funds of the Company which are incidental to the promotion formation, registration and establishment of the Company as are incurred by the promoters in its preliminary or pre-incorporation stage and, alternatively, to issue shares against such expenses as may be decided by the Board of Directors from time to time.



17. To insure the Company fully or partly against any losses, damages, risks, accidents and liabilities of all kinds which may affect it whether in respect of its contracts, agreements, advances, securities, undertakings, properties, belonging, goods, articles, guarantees & obligations or in respect of servants or employees of the Company either by setting apart funds of the Company or by effecting appropriate insurances from time to time.
18. To make donations, charities and contributions to individuals, firms, companies, trusts, institutions, welfare funds, national relief funds, hospitals, recognized political parties etc., either in cash or in kind, of such sums as may be allowed by law and, in particular, to remunerate any person, Company, firm body, association, or corporation introducing business to this Company and also to subscribe & contribute to religious, political, benevolent, national, public, cultural, educational or other institutions, funds or trusts established for the benefit of the employees, ex-employees (including directors) business associates or their dependants & relatives, or for the general public.
19. To aid and support any person, association, body or movement whose object is to provide solution, or settlement, or to prevent any industrial disputes, or labour problems connected with the Company or with an industry, trade or business as a whole.
20. To provide, for the welfare of directors or employees or ex-employees of the Company and the wives, widows and families or the relatives of such persons by building or contributing to the building of houses, flats, quarters, chawls or by grants of loans, pensions, gratuities, allowances, bonuses or benefits any other payment or by creating and from time to time subscribing or contributing to provident fund, pension funds, superannuation funds and other associations and institutions, profit sharing or other schemes, or trusts and by providing or subscribing or contributing towards places of recreation, educational institutions, hospitals, dispensaries, health centers, resort houses, guest houses, holiday homes, and to maintain and grant scholarship money to any person for higher studies and education in India and elsewhere in the world, and to support exhibitions, demonstrations, clubs, societies, and other assistance as the Company shall think fit from time to time.
21. To refer, or agree to refer, to arbitration the matter related to any claim, demand, dispute, or for any other question raised by or against the Company, or in which the Company is directly or indirectly interested or concerned, and to do all acts, deeds, matters and things to carry out and enforce the award.
22. To secure, promote, organize, manage or enter into collaboration agreement in all its branches with any person, firm, Company, corporation, authority, body or other entity in India or abroad to acquire technical know-how, buy back arrangement, procurement of capital



goods, financial assistance, training & development or for any other purpose whatsoever and subject to the law in force pay such commission, fees, royalty or other charges as may be agreed from time to time.

23. To arrange, establish, encourage, promote, manage & organize marketing operations in India or abroad for sale of the products and by-products, whether manufactured by the Company or not, and for the purpose either to establish its own shops, retail counters, franchises, depots, showrooms, agencies, or marketing organizations or to appoint agents, distributors, stockiest, del-credere, C& F agents, representatives, wholesalers, retailers or dealers on such terms and conditions as the Company may deem fit from time to time.
24. To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any special or other fund whether for redemption of redeemable preference shares, debentures, bonds or other securities, or for equalization of dividends, or for repairing, improving, extending and maintaining any part of the property of the Company, or for any other purpose conducive to the interest of the Company.
25. To open bank accounts in India or abroad with any scheduled, cooperative, nationalized, private or foreign banks of all descriptions, applications and uses and to operate, draw, accept, make endorse, execute, issue, discount, negotiate and transfer promissory notes, hundies, bills of lading, bills of exchange, obligation, acceptances, commitments and other negotiable or transferable instruments in connection with the business of the Company.
26. To arrange, manage, promote, motivate, subsidize and organize training programmes for the employees, trainees & apprentices at all levels as may be conducive to the interest of the Company and for the purpose to establish training centers, to organize and hold seminars, conferences, work shops, study meetings, group discussion, written tests, courses, practical training, demonstrations and other devices in India or elsewhere in the world and for the purpose to incur recurring & non-recurring expenses as may be necessary from time to time.
27. The Company may from time to time invite, accept & receive or without any such invitation receive any gifts of immovable or movable property and offerings or voluntary donations or bequests and legacies either from the members, shareholders or from any other person for all or any of the objects of the Company with or without any special conditions, provided such conditions attached are not inconsistent with or derogatory to any of the objects of the Company, subject to any such conditions as aforesaid, all such gifts, donations, contributions, grants, offerings, legacies and bequests including lands, building and other immovable properties shall be treated as forming part of the properties of the Company and be applied accordingly, the directors shall, at their absolute discretion, be entitled to decide whether they shall invite or



accept any such gift, donation, grant, offering, contribution, legacy or bequest and they shall be at liberty to refuse any of them without giving any reason for such refusal.





28. In the winding up, subject to the provisions of the Companies Act, 2013, or any other law for the time being in force, to distribute or otherwise as may be resolved, or ordered by the court of law any movable or immovable properties or assets of the Company or any proceeds of sale or disposal of any such properties or assets of the Company including the shares, debentures, or other securities of any other Company formed to take over the whole or any part of the assets or liabilities of the Company to contributories, shareholders, members, creditors and to such other persons who are entitled to receive any claim in the event of winding up of the Company.
29. To undertake, carry out, promote, sponsor, assist, manage, organize, cooperate, encourage & care publications of any books, literature, newspapers, magazines, newsletters & bulletins in any language on any subject, and to organize lectures, conferences, seminars, workshop, training programmes etc., to give merit awards, scholarships, grants, prizes & loans or any other assistance to deserving students of academic pursuits for researches, to establish competitions in respect of contributions or information suitable for insertion in any publications of the Company or otherwise for any of the purposes of the Company and to do all incidental acts and things necessary for the attainment of the objects of the Company.
30. To levy, charges, impose, recover or otherwise to bill and collect interest, fees, commission, commitment charges, service charges etc for any technical know how, for financial & industrial consultancy services or for providing any sort of facilities, licenses, trademarks, franchises, permission, brand name, copyright, patent or any other sort of services in all its branches whatsoever and to impose, charge and recover such fines for branch, infringement, default and violation of such arrangements as may be stipulated from time to time.
31. To establish branches, franchises, depots, offices, showrooms, parlors, retail counter, service centers and other network in India or abroad for the purpose of the business of the Company and to run, maintain or discontinue such establishment as may be necessary from time to time.
32. To incorporate, float, promote, constitute or form any subsidiary Company or companies or to make any existing Company as the subsidiary of the Company for the purpose of carrying on any business or branch of a business which the Company is authorized to carry on or not, and to enter into any arrangement with such subsidiary Company for sharing profits & losses of any business or branch of business as carried on, or to make any other arrangements which may seem conducive with reference to any business of the Company including power



at any time to close any such branch or business.

33. To undertake, carry out, promote, sponsor, discharge, fulfill or assist all types of activities considered to be the social or moral responsibilities of the Company to community, class of people, section of public or to public at large including activities for promotion of education, national welfare, economic growth, increase in standard of living, uplifting moral of public etc., by organizing seminars and lectures, publishing books and literature, distributing award and scholarship, providing subsidies and donations etc., to such persons or bodies on such terms and conditions as the Board of Directors of the Company may think fit from time to time.
34. To adopt all pre-incorporation contracts entered into by the promoters with any person on behalf of the Company by way of ratification or substitution and to remunerate any person or Company for services rendered to the Company for the formation or promotion of the Company or for the acquisition of any property, license, letter of intent, allotments, know how or similar thing by the Company.
35. To employ detective, agencies, secret agents, professional experts, etc. in the field of finance, accounts, engineering, management, law etc. to investigate and examine into the condition, prospects, value, charter, encumbrances and circumstances of any assets, property or rights of any business concern or undertaking, whether belonging to the Company or otherwise.
36. To issue new equity shares, debentures, premium notes, bonds, stocks, or any other securities in lieu of services rendered by brokers, commission agents, underwriters, merchant bankers, advisors, etc. and to pay for any business rights and property rights and privileges acquired or agreed to be acquired by the Company and to satisfy any such obligation of the Company in the aforesaid manner.
37. To approach, apply, purchase, promote, obtain, or otherwise acquire and to get transferred and act, charter, privileges, concession carta, license, facilities or authorization from any government, semi-government, local authorities, public sector undertakings, companies or other bodies, any order or authority for enabling the Company to carry any of its objects, into effect or for extending any of the powers of the Company or for effecting any modification of the Company's constitution or for any other purpose which is directly or indirectly beneficial to the Company.
38. To Provide, guarantees, counter guarantees to third party guarantees or to stand as surety for the payment of money, secured or unsecured, obtained by the Company from banks, financial institutions, mutual funds public bodies, government bodies, corporations, companies, firms, individuals or other entities on commission or otherwise and to pay for



Name, Father's Name and occupation of subscribers	DIN/PAN	No of Shares Taken	Signature of subscriber	Signatures, Father's address Occupation witnesses	Names, Name and of
1) Manoj Aggarwal S/o Late V.P. Aggarwal R/o B-18, Sector-B Aligarh, Lucknow.	03602255	1667		Witnesses to subscribers who have submitted and signed in my presence, further I have verified their ID for their identification and satisfied myself of their Identity and witnesses filed in	
2) Niti Aggarwal D/o Shri Santosh Kumar Shah R/o B-18, Sector-B Aligarh, Lucknow.	06621186	1500			
3) Vikas Aggarwal S/o Shri Mahesh Chandra Aggarwal R/o B-21, Sector-B Aligarh, Lucknow	05147003	1333			
4) Anurag Aggarwal S/o Shri Umesh Chandra 67/2, Wazir Hasan Road, GPO, Lucknow.	01886556	2500			



मोहन लाल अग्रवाल ए/ओ लाल अग्रवाल ए/ओ बी-२१, सेक्टर १८ बुबाही हा-१, लखनऊ	०७३०८१८८	अग्रवाल	१०००	म.सं. अग्रवाल सुवर्ण ए/ओ उमेश्वर सुवर्ण ए/ओ सी-७२, सी, सेक्टर ६, १०० काठगंज, लखनऊ रोड, लखनऊ २२६०१७
६) नंदलाल अग्रवाल ए/ओ प्रेम अग्रवाल नाना ए/ओ बी-२१, सेक्टर १८ अग्रवाल, लखनऊ	०५३१४६१११	अग्रवाल	१०००	म.नं ५४५०३ सी.नं २०१५०
७) श्रीकृष्ण अग्रवाल ए/ओ लाल अग्रवाल ए/ओ अग्रवाल ए/ओ बी-१८, सेक्टर १८ अग्रवाल, लखनऊ	०६६८६०१५६	अग्रवाल	१६०००	
			१०,०००	अग्रवाल

Date: 16/12/2021
 Place: Lucknow



THE COMPANIES ACT, 2013
ARTICLES OF ASSOCIATION
OF
SAISHINE DEVELOPERS PRIVATE LIMITED
A COMPANY LIMITED BY SHARES

Table F
Interpretation

- (1) In these Regulations –
- (a) "Company" means SAISHINE DEVELOPERS PRIVATE LIMITED
- (b) "the seal" means the common seal of the Company.
- (2) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the company.

PRIVATE COMPANY

(3) The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013, and accordingly:

- a. restricts the rights to transfer its shares as hereinafter provided.
- b. limits the number of its members to Two Hundred not including
- i. Persons who are in the employment of the company and
- ii. Persons, who having been formerly in the employment of the Company, were members of the Company, while in that employment and have continued to be members after the employment ceased.
- c. Prohibits any invitation to the public to subscribe for any securities of the company;

SHARE CAPITAL AND VARIATION OF RIGHTS

1. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
- 2.(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, --
- (a) one certificate for all his shares without payment of any charges; or
- (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.



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

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

3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the Company.

4. Except as required by law, no person shall be 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.

5. (i) The Company may exercise the powers of paying commissions conferred by sub-Section (6) of Section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that Section and rules made thereunder.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-Section (6) of Section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided



by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

8. Subject to the provisions of Section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

LIEN

9. (i) The Company shall have a first and paramount lien --

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company;

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.

(ii) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

10. 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 --

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (i) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.



CALLS ON SHARES

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

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

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board -

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.



TRANSFER OF SHARES

19. (i) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by Section 58 decline to register --

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the Company has a lien.

21. The Board may decline to recognize any instrument of transfer unless --

(a) the instrument of transfer is in the form as prescribed in rules made under sub-Section (1) of Section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with Section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

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

TRANSMISSION OF SHARES

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either --

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.



25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

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

FORFEITURE OF SHARES

27. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

28. The notice aforesaid shall --

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.



30. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

(ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

32. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favor of the person to whom the share is sold or disposed of;

(iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

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

ALTERATION OF CAPITAL

34. The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

35. Subject to the provisions of Section 61, the Company may, by ordinary resolution, --

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;



(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

36. Where shares are converted into stock, --

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

37. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law, --

(a) its share capital;

(b) any capital redemption reserve account; or

(c) any share premium account.

CAPITALISATION OF PROFITS

38. (i) The Company in general meeting may, upon the recommendation of the Board, resolve --

(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

(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.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards --



- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (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;
- (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
- (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
- (E) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

39. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall --

- (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
- (b) generally, do all acts and things required to give effect thereto.

(ii) The Board shall have power --

- (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
- (b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares 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;

(iii) Any agreement made under such authority shall be effective and binding on such members.

BUY-BACK OF SHARES

40. Notwithstanding anything contained in these articles but subject to the provisions of Sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.



GENERAL MEETINGS

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

42. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

43. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be at least 4 members or half of total members whichever is higher. .

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

45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

ADJOURNMENT OF MEETING

47. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.



(iv) Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares, --

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.

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

50. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

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

53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

54. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

PROXY

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting



at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

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

57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

58. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

The first directors of the Company shall be:

1. MR. ANURAG AGARWAL
2. MR. MANOJ AGARWAL
3. MR. VIKAS AGARWAL
4. MS. NEELAM AGARWAL
5. MS. NITI AGARWAL
6. MR. MAHESH CHANDRA AGARWAL
7. MS. SHAKUNTALA AGARWAL

59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid a) travelling, hotel and other expenses properly incurred by them --

- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
- (b) in connection with the business of the Company.

60. The Board may pay all expenses incurred in getting up and registering the Company.

61. The Company may exercise the powers conferred on it by Section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that Section) make and vary such regulations as it may think fit respecting the keeping of any such register.

62. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the



case may be, by such person and in such manner as the Board shall from time to time by resolution determine

63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

64. (i) Subject to the provisions of Section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

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

PROCEEDINGS OF THE BOARD

65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

(iii) At least Four directors or half of the board of directors whichever is higher shall form the quorum for the board meeting having any agenda specially in respect policy matters of sales, purchases, banking operations and accepting and giving loans.

(iv) Interest on unsecured loans accepted shall be paid as per the board resolution from time to time

66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.



(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

70. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

71. (i) A committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

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

74. Subject to the provisions of the Act, --

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



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

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

THE SEAL

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

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

DIVIDENDS AND RESERVE

77. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

78. Subject to the provisions of Section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

79. (i) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve



80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

81. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

82. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

83. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

84. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

85. No dividend shall bear interest against the Company.

ACCOUNTS

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



(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board or by the Company in general meeting

WINDING UP

87. Subject to the provisions of Chapter XX of the Act and rules made thereunder --

(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.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(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.

INDEMNITY

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



We the several persons, whose names, address and occupations are subscribed below hereunder, are desirous of being formed into a Company in pursuance of this Article of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names

Name, Father's Name and Address and occupation of subscribers	DIN/PAN	Signature	Signatures, Names, Father's Name address and Occupation of witnesses
1) Manoj Kumar S/o Late V. T. Sharma S/o B-18, Sector-13 Gurgaon, Haryana	03688251		
2) Mr. Anand S/o Late Suresh Kumar S/o B-18 Sector-13 Gurgaon, Haryana	03688256		
3) Vikas Kumar S/o Late Mohan Chandra Kumar S/o B-18, Sector-13 Gurgaon, Haryana	03688253		I, witnesses by subscription, have signed subscribed and agreed in my presence & presence of my brother S. B. Sharma who is with me at the time of subscription and verification of this document and witnessed the
4) Anand Kumar S/o Late Mohan Chandra Kumar S/o B-18, Sector-13 Gurgaon, Haryana	03688252		 Manoj Kumar S/o B-18 Sector-13 Gurgaon, Haryana



1) *Handwritten text in Hindi*
 श्री लक्ष्मी कान्त
 लक्ष्मी कान्त
 श्री ३-३, एन.ए. रोड
 'बोको' का पता,
 लखनऊ.

07368188

2) *Handwritten text in Hindi*
 श्री लक्ष्मी कान्त
 श्री ३-३, एन.ए. रोड
 लखनऊ.

05214614

3) *Handwritten text in Hindi*
 श्री लक्ष्मी कान्त
 श्री ३-३, एन.ए. रोड
 लखनऊ.

0688456

Handwritten notes and lines
 12/05/2012

ACS Anandam Srinivasan
 S/o Lakshmi Srinivasan
 P/O E-91, C, Sector-3
 LPA Colony, Connaught
 Road, Lucknow - 226012

PH. No. - 54503
 CF. No. - 20151

Handwritten signature

ACS Anandam Srinivasan
 PH. No. 54503
 CF. No. 20151

पता: लखनऊ
 पता: लखनऊ





सत्यमेव जयते

**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Office of the Registrar of Companies

37/17, Kanpur, Westcott Building, The Mall, Uttar Pradesh, 208001, India

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): **U45309UP2022PTC157766**

I hereby certify that the name of the company has been changed from SAISHINE DEVELOPERS PRIVATE LIMITED to SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED with effect from the date of this certificate and that the company is Company limited by shares.

Company was originally incorporated with the name SAISHINE DEVELOPERS PRIVATE LIMITED

Given under my hand at Kanpur this THIRTEENTH day of JANUARY TWO THOUSAND TWENTY FOUR

Signature Not Verified

Digitally signed by
DS Office of the Registrar of
Companies uttar pradesh kanpur 01
Date: 2024.01.13 16:39:16 IST

Seema Rath

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

ROC Kanpur

Note: The corresponding form has been approved by Seema Rath, Registrar of Companies, ROC Kanpur and this order has been digitally signed by the Registrar of Companies through a system generated digital signature under rule 9(2) of the Companies (Registration Offices and Fees) Rules, 2014.

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

SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED

PLOT NO. 2B/GH-7, VRINDAVAN YOJNA SCHEME -2, PART-1, RAEBARELI ROAD, NA, Lucknow, Lucknow- 226025, Uttar Pradesh, India

Note: This certificate of incorporation is in pursuance to change of name by the Company and does not affects the rights and liabilities of stakeholders pursuant to such change of name. It is obligatory on the part of the Company to display the old name for a period of two years along with its new name at all places wherever a Company is required to display its name in terms of Section 12 of the Act. All stakeholders are advised to verify the latest status of the Company and its Directors etc and view public documents of the Company on the website of the Ministry www.mca.gov.in/MCA21



THE COMPANIES ACT, 2013

ARTICLES OF ASSOCIATION

OF

SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED *May 2013*

A COMPANY LIMITED BY SHARES

**Table F
Interpretation**

(1) In these Regulations --

(a) "Company" means SAISHINE HOUSING AND PROJECTS PRIVATE LIMITED *May 2013*

(b) "the seal" means the common seal of the Company.

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

PRIVATE COMPANY

(3) The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013, and accordingly:

- a. restricts the rights to transfer its shares as hereinafter provided.
- b. limits the number of its members to Two Hundred not including
 - i. Persons who are in the employment of the company and
 - ii. Persons, who having been formerly in the employment of the Company, were members of the Company, while in that employment and have continued to be members after the employment ceased.
- c. Prohibits any invitation to the public to subscribe for any securities of the company;

SHARE CAPITAL AND VARIATION OF RIGHTS

1. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons,

in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

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

(a) one certificate for all his shares without payment of any charges; or
(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

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

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

3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the Company.

4. Except as required by law, no person shall be 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.

5. (i) The Company may exercise the powers of paying commissions conferred by sub-Section (6) of Section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that Section and rules made thereunder.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-Section (6) of Section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

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

8. Subject to the provisions of Section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

LIEN

9. (i) The Company shall have a first and paramount lien --

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:

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.

(ii) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

10. 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 --

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (i) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

13.(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times;

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

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board --

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

TRANSFER OF SHARES

19. (i) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by Section 58 decline to register --

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the Company has a lien.

21. The Board may decline to recognize any instrument of transfer unless --

(a) the instrument of transfer is in the form as prescribed in rules made under sub-Section (1) of Section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with Section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

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

TRANSMISSION OF SHARES

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either --

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

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

FORFEITURE OF SHARES

27. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

28. The notice aforesaid shall --

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time

thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

30. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

(ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

32. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favor of the person to whom the share is sold or disposed of;

(iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

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

ALTERATION OF CAPITAL

34. The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

35. Subject to the provisions of Section 61, the Company may, by ordinary resolution, --

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

36. Where shares are converted into stock, --

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

37. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law, --

(a) its share capital;

(b) any capital redemption reserve account; or

(c) any share premium account.

CAPITALISATION OF PROFITS

38. (i) The Company in general meeting may, upon the recommendation of the Board, resolve --

(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

(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.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards --

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(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;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

39. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall --

(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

(b) generally, do all acts and things required to give effect thereto.

(ii) The Board shall have power --

(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

(b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such 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;

(iii) Any agreement made under such authority shall be effective and binding on such members.

BUY-BACK OF SHARES

40. Notwithstanding anything contained in these articles but subject to the provisions of Sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

GENERAL MEETINGS

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

42. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

43. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be at least 4 members or half of total members whichever is higher.

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

45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

ADJOURNMENT OF MEETING

47. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares, --

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.

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

50. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

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

53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid

54. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

PROXY

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the Company not less

than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

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

57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

58. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

The first directors of the Company shall be:

1. MR. ANURAG AGARWAL
2. MR. MANOJ AGARWAL
3. MR. VIKAS AGARWAL
4. MS. NEELAM AGARWAL
5. MS. NITI AGARWAL
6. MR. MAHESH CHANDRA AGARWAL
7. MS. SHAKUNTALA AGARWAL

59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them --

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or

(b) in connection with the business of the Company.

60. The Board may pay all expenses incurred in getting up and registering the Company.

61. The Company may exercise the powers conferred on it by Section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that Section) make and vary such regulations as it may think fit respecting the keeping of any such register.

62. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company,

shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine

63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

64. (i) Subject to the provisions of Section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

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

PROCEEDINGS OF THE BOARD

65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

(iii) At least Four directors or half of the board of directors whichever is higher shall form the quorum for the board meeting having any agenda specially in respect policy matters of sales, purchases, banking operations and accepting and giving loans.

(iv) Interest on unsecured loans accepted shall be paid as per the board resolution from time to time

66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

70. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

71. (i) A committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

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

74. Subject to the provisions of the Act, --

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

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

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

THE SEAL

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

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

DIVIDENDS AND RESERVE

77. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

78. Subject to the provisions of Section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

79. (i) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve

80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares

in the Company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

81. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

82. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

83. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

84. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

85. No dividend shall bear interest against the Company.

ACCOUNTS

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

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board or by the Company in general meeting.

WINDING UP

87. Subject to the provisions of Chapter XX of the Act and rules made thereunder --






(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.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(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.

INDEMNITY

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

Name, Father's Name Addresses and occupation of subscribers	DIN/PAN	No Shares Taken	of	Signatu re of subscri ber	Signatures, Father's address Occupation witnesses	Names, Name and of
1) Manoj Aggarwal S/o Late V. P. Aggarwal R/o B-18, Sector-B Aligarh, Lucknow.	03602255	1667			Witnesses to subscribers who have subscribed and signed in my presence, further I have verified their ID for their identification card and satisfied myself of their Identity and documents filed in	
2) Niti Aggarwal D/o Shri Santosh Kumar Shaha R/o B-18, Sector-B Aligarh, Lucknow.	06621186	1500				
3) Vikas Aggarwal S/o Shri Mahesh Chandra Aggarwal R/o B-21, Sector-B Aligarh, Lucknow	05147003	1333				
4) Anurag Aggarwal S/o Shri Umesh Chandra 62/2, Wazir Hasan Road, GPO, Lucknow.	01886556	250				

5)	Mahesh Chandra Agarwal s/o Late Kunal Lal Agarwal Plt B-21, Sector-B Babohi Ha Talab Lucknow.	07368188	<i>Agarwal</i>	1000	ACS Anupam Srivastava s/o Umakant Srivastava R/o C-72, C, Sector-G, LDA Colony, Kanpur Road, Lucknow - 226012
6)	Neelam Agarwal D/o Prem Agarwal Nonin Plt B-51, Sector-B Aliganj, Lucknow.	05314614	<i>Neelam Agarwal</i>	1500	M.No. 54503 CP.No. 20150
7)	Shikantika Agarwal D/o Late Lalchand Rai Agarwal Plt B-18, Sector B Aliganj, Lucknow.	06686456	<i>Shikantika Agarwal</i>	1500	
				10,000	<i>Anty</i>

Date: 16/12/2021
 Place: Lucknow

THE COMPANIES ACT, 2013

(COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION OF SAISHINE HOUSING AND PROJECTS

PRIVATE LIMITED

Mangal Singh

I. The name of the Company is **SAISHINE HOUSING AND PROJECTS**

PRIVATE LIMITED

Mangal Singh

II. The registered office of the Company will be situated in the State of UTTAR PRADESH

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

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

1. To carry on in India or elsewhere the business of builders, contractors, designers, architects, decorators, furniture, consultants, constructors, financiers, and brokers of all types of buildings and structures including houses, flats, apartments, offices godown, warehouses, shops, factories, sheds, hospitals, hotels, holiday resorts, shopping cum residential complexes and to develop, erect, install, alter, improve, add, establish, renovate, recondition, protect, participate, enlarge, repair, demolish, remove, replace, maintain, manage, buy, sell lease, let on hire, commercialize, turn to account, fabricate, handle & control, all such buildings, and structures, and to purchase, sale or deal in all types of movable or immovable properties for development, investment, or for resale and to act as buyer, seller, importer, exporter, agent, distributor, stockiest, or otherwise to deal in all types of raw materials, goods, fittings, parts, accessories, know-how, consumables, plants & machinery, tools and tackles used for the foregoing purpose and to do all incidental acts and things necessary for the attainment of above objects.
2. To carry on in India or elsewhere, either alone or jointly with one or more person government local or other bodies, the business to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop dismantle, pull down turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, taste, inspect, locate, modify, own, operate, protect, promote, provide, participate, reconstruct, grout, dig, excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist, and to act as civil engineer, architectural engineers, interior decorator, consultant, advisor, agent, broker, supervisor, administrator, contractor, sub-contractor, turnkey contractor and manager of all types of constructions and developmental work in all its branches such as roads, ways, culverts, dams, bridges, railways, tramways water tanks, reservoirs, canals, wharves, warehouses, factories, buildings, structures, drainage & sewage works, water

distribution & filtration systems, docks, harbors, pie irrigation works, foundation works, flyovers, airports, runways, rock drilling, aqueducts, stadiums, hydraulic units, sanitary work, power supply works, power stations, hotels, hospitals, dharmshalas, multi stories, colonies, complexes, housing projects and other similar works and for the purpose to acquire handover, purchase, sell, own, cut to size, develop, distribute or otherwise to deal in all sorts of lands & buildings and to carry on all or any of the foregoing activities for building materials, goods plants, machinery, equipment, accessories, parts, tools, fittings, articles, materials and facilities of whatsoever nature and to do all incidental acts and things necessary for the attainment of foregoing objects.

3. To do the business conducive to the main objects as can in the opinion of the company, be advantageously or conveniently carried on by the company by way of extension of, or in connection with, any of the company's business or as calculated directly or indirectly to develop or benefit any branch of the company's Business or to increase the value or turn to account any of the company's assets, property or rights if so authorized under the object clause.
4. To acquire by concession, grant, purchase, barter, lease, license or otherwise either absolute or conditionally, and either alone or jointly with others, any land, buildings, machinery, plant, utensils, works, conveniences or other movable and immovable property of any description and any patents, trademarks, concessions, privileges and other rights, for the objects and business of the company, and to construct improve control, maintain and alter work, manage carry out or control any plants, machinery, buildings, godown, shops, stores, roads, watercourses electric works and other works and conveniences and to contribute, to or otherwise assist or to take part in the construction, Improvement, maintenance, working management and carrying out thereof, necessary or convenient for the purpose of the company, and to pay for such land, buildings, works, property or rights or any other property and rights purchased or acquired by or for the shares, debentures, bonds, or other securities of the company, or by cash or otherwise and to manage, develop, sell let on lease or hire, or otherwise dispose of or turn to account the same at such time or times, and in such manner, and for such consideration as may be deemed proper or expedient.

(B) IN FURTHERENCE OF OBJECTS OF CLAUSE 3(A) OF MOA:

1. To apply, approach, purchase, tender, auction, hold, protect, prolong, work, use or otherwise to acquire, renew or dispose of in any part of the world any patents, copyrights, trade secrets, secret processes, information, know-how, formulas, inventions, trade marks, monos, designs, licenses, concessions, and the like, confirming any absolute, exclusive, non-exclusive, limited, temporary or permanent right to use or work the same or any secret or other information as to any inventions which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem beneficial to the Company and to use, exercise, develop or grant licenses in respect of, or

otherwise, turn to account, the property, rights, or information so acquired, and to expend money in experimenting upon, testing or improving or seeking to improve any such patents, inventions, rights designs or information as aforesaid which the Company may acquire or propose to acquire.

2. To amalgamate, absorb or merge with one or more than one Company or body corporate, whether or not having similar objects as of this Company and to do all such incidental acts, deeds and things as may be necessary to give effect to the amalgamation, adsorption or merger.
3. To enter into, execute and fulfill all contracts, agreements and arrangements necessary or useful for any or all of the objects of the Company with any government, semi-government and local authorities in India or elsewhere for the purpose, sale & supply of goods, merchandise, stocks, shares, securities, moveable articles & things and to provide services & consultancy of all types to them on such terms and conditions as the Board of Directors deem fit from time to time.
4. To establish, settle, promote, form, undertake or to execute any public charitable or welfare trust for the benefit of employees, ex-employees, directors, their dependents and general public or for the development & advancement of any activity in the field of education, healthcare, public welfare, science, etc. for their benefit.
5. To incorporate, float, form, constitute and promote any Company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of this Company, or for carrying on any business which this Company is authorized to carry on or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
6. For the purpose of investment, to acquire by purchase, lease, exchange, rent, auction or otherwise lands, building and hereditaments of any size, tenure or description and any estate or interest therein and any rights connected with lands so situated and to turn the same to account as may be deemed expedient and in particular by laying out, developing or assisting in developing and preparing land by constructing, decorating, furnishing and maintaining offices, flats, services flats, houses, hotels, restaurants, guesthouses, bungalows, chawls, factories, warehouses, shops, cinema houses, buildings, works and conveniences and by consolidating or connecting or subdividing properties for leasing, letting or renting, selling outright or by installments on ownership, hire purchase basis or otherwise and/ or disposing of the same on any other terms and conditions.
7. To tender, make, provide and give advances of such sums of money as may be necessary for purchase of goods, services, raw materials, consumables, stores, plants, machineries, or any other movable or immovable property required for the purposes of the Company on such terms and conditions, with or without security as the Company may deem fit from time to time provided that the Company shall not carry on the business of banking as defined in Banking Regulation Act, 1949, subject to the provisions of Companies Act, 2013 and Rules made there

under , and Reserve bank of India directives.

8. Subject to the provisions of Companies Act, 2013 and Rules made there under, RBI rules, SEBI guideline, as the case may be, to borrow, raise, secure, invite, promote, undertake and accept the payment of money, loan or advance with or without interest, secured or unsecured, conditional or unconditional or in such other manner as the directors may, in their absolute discretion, deem fit, and in particular, by the issue of debentures, bonds, debenture stocks, commercial papers or other securities whether convertible or nonconvertible, on mortgage, pledge, or charge on the whole or any part of the property, assets, revenue and profits of the Company, including its uncalled capital, by special assignment or otherwise, and to purchase, redeem, pay off or discharge any such securities.
9. Subject to the provisions of the Companies Act, 2013 and Rules made there under, guidelines & rules of SEBI, or such other rules and regulations as are in force, to remunerate any person by way of commission, salary, fees, charges or otherwise for services rendered, or to be rendered, in placing or procuring or guaranteeing the placing of any of the shares on private placement basis in the Company's share capital or for any debentures or other securities issued by the Company from time to time.
10. To acquire or issue and use, deal in, and pledge, mortgage, transfer, assign, sell, negotiate mercantile documents of every kind and description, and without prejudice to this generality, to draw, make, accept, endorse, discount, execute, issue and assign cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds, bills of lading, railway receipts and other negotiable or transferable instruments or securities and to purchase, sell, endorse and surrender for renewal of any government promissory notes or government war loan bonds or other securities of the Government of India or any other government.
11. To sell, transfer, lease, let on hire, dispose of or exchange any undertaking, division, branch, property, right, claim, or other beneficial interest of the Company or any part thereof for such consideration as the Company may think fit and to take or hold mortgages, lines, guarantees, sureties or secure payment of the sale price, or any unpaid balance of the sale price of any part of the Company's property of any kind sold by the Company, or any money due to the Company from buyers.
12. To apply for, promote, obtain, represent and get implemented from government, state government, foreign government or other similar authorities any orders, regulations, enactments, authorizations, charters, rights, immunities, privileges, guarantees, counter guarantees, indemnities, grants, gifts, concessions, licenses and decrees for enabling the Company to carry on its business or any of its objects into effect or for extending the powers of the Company, or for effecting any modification of the constitution which is directly or indirectly beneficial to it or for other purposes that may seem expedient and to defend and oppose any proceeding, acts, rules and regulations which may seem directly or indirectly prejudicial to the interest of the Company and for this purpose

to take help of any expert, lawyer, advocate, solicitor, trade association, Chamber of Commerce etc. and to incur necessary expenses.

13. To apply for , approach, obtain, hold, renew, protect, defend, prolong, procure and manage any recognition in India or abroad in any establishments, authorities, Chamber of Commerce, institutions, organizations, trusts, associations, councils, chapters, clubs or other entities whether belonging to government, semi-government, local authorities, public bodies, private persons or otherwise for the purpose of standardization of quality, know-how, formulas, exports, imports, quotas, rights, entitlements, and other benefits as are conducive for the attainment of the objects of the Company.
14. To pay for any property, rights, services or benefits acquired by the Company either in cash or by the allotment of fully or partly paid up shares of the Company with or without preferential rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue or partly in one mode and partly in another on such terms and conditions as the Company may determine from time to time.
15. To create any type of mortgage or charge on the whole or any part of the undertaking, properties, stocks/ investments, rights, titles etc. of the Company, both present and future and on any uncalled share capital of the Company, and to create, issue, make and give debentures, debenture-stocks, bonds or other securities and obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of the items aforesaid.
16. To pay, reimburse or give credit for all costs, charges and expenses out of the funds of the Company which are incidental to the promotion formation, registration and establishment of the Company as are incurred by the promoters in its preliminary or- pre-incorporation stage and, alternatively, to issue shares against such expenses as may be decided by the Board of Directors from time to time.
17. To insure the Company fully or partly against any losses, damages, risks, accidents and liabilities of all kinds which may affect it whether in respect of its contracts, agreements, advances, securities, undertakings, properties, belonging, goods, articles, guarantees & obligations or in respect of servants or employees of the Company either by setting apart funds of the Company or by effecting appropriate insurances from time to time.
18. To make donations, charities and contributions to individuals, firms, companies, trusts, institutions, welfare funds, national relief funds, hospitals, recognized political parties etc., either in cash or in kind, of such sums as may be allowed by law and, in particular, to remunerate any person, Company, firm body, association, or corporation introducing business to this Company and also to subscribe & contribute to religious, political, benevolent, national, public, cultural, educational or other institutions, funds or trusts established for the benefit of the employees,

ex-employees (including directors) business associates or their dependants & relatives, or for the general public.

19. To aid and support any person, association, body or movement, whose object is to provide solution, or settlement, or to prevent any industrial disputes, or labour problems connected with the Company or with an industry, trade or business as a whole.
20. To provide, for the welfare of directors or employees or ex-employees of the Company and the wives, widows and families or the relatives of such persons by building or contributing to the building of houses, flats, quarters, chawls or by grants of loans, pensions, gratuities, allowances, bonuses or benefits any other payment or by creating and from time to time subscribing or contributing to provident fund, pension funds superannuation funds and other associations and institutions, profit sharing or other schemes, or trusts and by providing or subscribing or contributing towards places of recreation, educational institutions, hospitals, dispensaries, health centers, resort houses, guest houses, holiday homes, and to maintain and grant scholarship money to any person for higher studies and education in India and elsewhere in the world, and to support exhibitions, demonstrations, clubs, societies, and other assistance as the Company shall think fit from time to time.
21. To refer, or agree to refer, to arbitration the matter related to any claim, demand, dispute, or for any other question raised by or against the Company, or in which the Company is directly or indirectly interested or concerned, and to do all acts, deeds, matters and things to carry out and enforce the award.
22. To secure, promote, organize, manage or enter into collaboration agreement in all its branches with any person, firm, Company, corporation, authority, body or other entity in India or abroad to acquire technical know-how, buy back arrangement, procurement of capital goods, financial assistance, training & development or for any other purpose whatsoever and subject to the law in force pay such commission, fees, royalty or other charges as may be agreed from time to time.
23. To arrange, establish, encourage, promote, manage & organize marketing operations in India or abroad for sale of the products and by-products, whether manufactured by the Company or not, and for the purpose either to establish its own shops, retail counters, franchises, depots, showrooms, agencies, or marketing organizations or to appoint agents, distributors, stockiest, del-credere, C& F agents, representatives, wholesalers, retailers or dealers on such terms and conditions as the Company may deem fit from time to time.
24. To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any special or other fund whether for redemption of redeemable preference shares, debentures, bonds or other securities, or for equalization of dividends, or for repairing, improving, extending and maintaining any part of the property of the Company, or for any other purpose conducive to the interest of the Company.

25. To open bank accounts in India or abroad with any scheduled, cooperative, nationalized, private or foreign banks of all descriptions, applications and uses and to operate, draw, accept, make, endorse, execute, issue, discount, negotiate and transfer promissory notes, hundies, bills of lading, bills of exchange, obligation, acceptances, commitments and other negotiable or transferable instruments in connection with the business of the Company.
26. To arrange, manage, promote, motivate, subsidize and organize training programmes for the employees, trainees & apprentices at all levels as may be conducive to the interest of the Company and for the purpose to establish training centers, to organize and hold seminars, conferences, work shops, study meetings, group discussion, written tests, lectures, practical training, demonstrations and other devices in India or elsewhere in the world and for the purpose to incur recurring & non-recurring expenses as may be necessary from time to time.
27. The Company may from time to time invite, accept & receive or without any such invitation receive any gifts of immovable or movable property and offerings or voluntary donations or bequests and legacies either from the members, shareholders or from any other person for all or any of the objects of the Company with or without any special conditions, provided such conditions attached are not inconsistent with or derogatory to any of the objects of the Company, subject to any such conditions as aforesaid, all such gifts, donations, contributions, grants, offerings, legacies and bequests including lands, building and other immovable properties shall be treated as forming part of the properties of the Company and be applied accordingly, the directors shall, at their absolute discretion, be entitled to decide whether they shall invite or accept any such gift, donation, grant, offering, contribution, legacy or bequest and they shall be at liberty to refuse any of them without giving any reason for such refusal.
28. In the winding up, subject to the provisions of the Companies Act, 2013, or any other law for the time being in force, to distribute or otherwise as may be resolved, or ordered by the court of law any movable or immovable properties or assets of the Company or any proceeds of sale or disposal of any such properties or assets of the Company including the shares, debentures, or other securities of any other Company formed to take over the whole or any part of the assets or liabilities of the Company to contributories, shareholders, members, creditors and to such other persons who are entitled to receive any claim in the event of winding up of the Company.
29. To undertake, carry out, promote, sponsor, assist, manage, organize, cooperate, encourage & care publications of any books, literature, newspapers, magazines, newsletters & bulletins in any language on any subject, and to organize lectures, conferences, seminars, workshop, training programmes etc., to give merit awards, scholarships, grants, prizes & loans or any other assistance to deserving students of academic pursuits for researches, to establish competitions in respect of contributions or information suitable for insertion in any publications of the Company or otherwise for any of the purposes of the Company and to do all incidental acts and things necessary for the attainment of the

objects of the Company.

30. To levy, charges, impose, recover or otherwise to bill and collect interest, fees, commission, commitment charges, service charges etc. for any technical know how, for financial & industrial consultancy services or for providing any sort of facilities, licenses, trademarks, franchise, permission, brand name, copyright, patent or any other sort of services in all its branches whatsoever and to impose, charge and recover such fines for branch, infringement, default and violation of such arrangements as may be stipulated from time to time.
31. To establish branches, franchises, depots, offices, showrooms, parlors, retail counter, service centers and other network in India or abroad for the purpose of the business of the Company and to run, maintain or discontinue such establishment as may be necessary from time to time.
32. To incorporate, float, promote, constitute or from any subsidiary Company or companies or to make any existing Company as the subsidiary of the Company for the purpose of carrying on any business or branch of a business which the Company is authorized to carry on or not, and to enter into any arrangement with such subsidiary Company for sharing profits & losses of any business or branch of business as carried on, or to make any other arrangement which may seem conducive with reference to any business so carried on, including power at any time to close any such branch or business.
33. To undertake, carry out, promote, sponsor, discharge, fulfill or assist all types of activities considered to be the social or moral responsibilities of the Company to community, class of people, section of public or to public at large including activities for promotion of education, national welfare, economic growth, increase in standard of living, uplifting moral of public etc., by organizing seminars and lectures, publishing books and literature, distributing award and scholarship, providing subsidies and donations etc., to such persons or bodies on such terms and conditions as the Board of Directors of the Company may think fit from time to time.
34. To adopt all pre-incorporation contracts entered into by the promoters with any person on behalf of the Company by way of ratification or substitution and to remunerate any person or Company for services rendered to the Company for the formation or promotion of the Company or for the acquisition of any property, license, letter of intent, allotments, know how or similar thing by the Company.
35. To employ detective, agencies, secret agents, professional experts, etc. in the field of finance, accounts, engineering, management, law etc. to investigate and examine into the condition, prospects, value, charter, encumbrances and circumstances of any assets, property, or rights of any business concern or undertaking, whether belonging to the Company or otherwise.
36. To issue new equity shares, debentures, premium notes, bonds, stocks, or

any other securities in lieu of services rendered by brokers, commission agents, underwriters, merchant bankers, advisors, etc. and to pay for any business rights and property rights and privileges acquired or agreed to be acquired by the Company and to satisfy any such obligation of the Company in the aforesaid manner.

37. To approach, apply, purchase, promote, obtain, or otherwise acquire and to get transferred and act, charter, privileges, concession, quota, license, facilities or authorization from any government, semi-government, local authorities, public sector undertakings, companies or other bodies, any order or authority for enabling the Company to carry any of its objects, into effect or for extending any of the powers of the Company or for effecting any modification of the Company's constitution or for any other purpose which is directly or indirectly beneficial to the Company.
38. To Provide, guarantees, counter guarantees to third party guarantees or to stand as surety for the payment of money, secured or unsecured, obtained by the Company from banks, financial institutions, mutual funds public bodies, government bodies, corporations, companies, firms, individuals or other entities on commission or otherwise and to pay for the money so guaranteed in respect of promissory notes, bonds, debentures, debentures stocks, contracts, mortgages, charges, obligations, banking facilities, instruments and securities of any such entities as aforesaid.
39. To issue, fully paid up bonus shares to the members & shareholders of the Company by way of capitalization out of the balances standing to the credit of securities premium account, general reserve, revaluation reserve or such other reserves subject to such constraint and approvals as may be necessary as per the laws, rules and regulations prevailing in the country from time to time.
40. To carry on the business of purchasing and letting on lease on hire in any part of India or abroad all kinds of machinery, plants, tools, jigs and fixtures, agriculture machinery, ships, trawlers, vessels, barge, automobiles, and vehicles of every kind description, computers, office equipments of every kinds, construction machinery of all types and descriptions air conditioning plants, aircraft, and electronic equipments of all kinds and descriptions, subject to RBI regulations.
41. To apply for tender, purchase or otherwise acquire any contracts, sub-contracts, licenses and concessions for or in relation to the objects or the business mentioned or any of them to undertake, execute, carryout, dispose off or otherwise turn to account the same and to carry out any ancillary or other works comprised in such contracts.
42. To deposit any sums of money and/ or issue and deposit any security, which the Company has the power to issue, as security with any Government department manufacture and other persons by way of security for the performance of any contracts or obligations.
43. To issue fully or partly shares or other securities of the Company in consideration of any property transferred or, rendered to the Company.

44. To employ experts to investigate and examine into the condition, prospects, value character and circumstances of any business concerns and undertaking and generally of any assets, property or rights in connection with the business of the Company.
- IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V. The Authorized share capital of the Company is Rs. 10,00,000/- (Rupees Ten Lakh Only), divided into 1,00,000 equity shares of Rs 10/-each.
We, the several persons whose names, addresses, descriptions and occupations are hereto subscribed are desirous of being formed into a Company in accordance with and in pursuance of the provisions of this Memorandum of Association and respectively agree to take the number of shares in the capital of the Company set opposite to our respective names:

Name, Father's Name Addresses and occupation of subscribers	DIN/PAN	No Shares Taken	of	Signatu re of subscri ber	Signatures, Father's address Occupation witnesses	Names, Name and of
1) Manoj Aggarwal S/o Late V. P. Aggarwal R/o B-18, Sector-B Aligarh, Lucknow.	03602255	1667		Manoj	Witnesses to subscribers who have subscribed and signed in my presence, further I have verified their ID for their identification and satisfied myself of their Identity and witnesses filed in	
2) Niti Aggarwal D/o Shri Santosh Kumar Shukla R/o B-18, Sector-B Aligarh, Lucknow.	06621186	1500		Niti Aggarwal		
3) Vikas Aggarwal S/o Shri Mahesh Chandra Aggarwal R/o B-21, Sector-B Aligarh, Lucknow	05147003	1333		Vikas		
4) Anurag Aggarwal S/o Shri Umesh Chandra 62/2, Wazir Hasan Road, GPO, Lucknow.	01886556	250		Anurag		

5)	Mohesh Chandra Agrawal s/o Late Kusum Lal Agrawal R/o B-21, Sector-B Babshi Ka Talab Lucknow.	07368188	<i>Agrawal</i>	1000	ACS Anupam Srivastava S/o Umakant Srivastava R/o C-72, C, Sector-G, LDA colony, Karpur Road, Lucknow - 226012
6)	Neelesh Agrawal D/o Prem Agrawal Nainia R/o B-51, Sector-B Aligarh, Lucknow.	05314614	<i>Neelesh Agrawal</i>	2500	M.No. 54503 CP.No. 20150
7)	Shikanta Agrawal D/o Late Lal Bahadur Prasad Agrawal R/o B-18, Sector B Aligarh, Lucknow.	06686456	<i>Shikanta Agrawal</i> <i>21/05/2021 31/01/21</i>	1500	
				10,000	<i>Ante</i>

Date: 16/12/2021
Place: Lucknow