THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
MEMMORANDUM OF ASSOCIATION

Adopted in the EGM held on 11.09.2014

The Company has Adopt Table 'A' as Per the Provisions of the Companies Act, 2013

1. The name of the Company is **AGI INFRA LIMITED.**

2. The Registered Office of the Company will be situated in the **State of Punjab.**

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

I. To Carry on the Business of General Construction (Includes Alterations, Additions, Repair, and Maintenance) of all types of Buildings, Carried out on own account basis or on a fee or contract basis in India and/ or abroad.

II. To carry on the Business of or to act as Builders, Developers and Promoters of Infrastructure.

III. To carry on the Business of Real Estate in Commercial, Residential, Industrial or Agricultural Properties.

IV. To carry on the Business of or to act as Colonizers and to develop colonies, cities, villas, with or without providing of additional amenities like Roads, Educational, Healthcare, Games Centers, Swimming Pool, Golf Course or facilities incidental thereto.

V. To carry on the Business of Construction, Development and Building of Residential Accommodations like Flats, Villas, Farm Houses, Golf Courses, Recreational Clubs and Entertainment Clubs.

(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3(A) ARE: -

I. To acquire by purchase, lease, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary or convenient for the purpose of its main business.

II. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with persons or companies carrying on or engaged in the main business or transaction of this Company.

III. To import, buy, exchange, alter, improve and manipulate in all kinds of plants, machinery, apparatus, tools and things necessary or convenient for carrying on the main business of the Company.

IV. To undertake or promote scientific research relating to the main business or class of business of the Company.

V. To acquire and take over the whole or any part of the business, goodwill, trade-marks properties and liabilities of any person or persons, firm, companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on business and this Company is authorised to carry on, possession of any property or rights suitable for the purpose of the Company and to pay for the same either in cash or in shares or partly in cash and partly in shares or otherwise.

VI. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organizations for technical financial, or any other such assistance for carrying out all or any the main objects of the Company or for the purpose of activity research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formulas and patent rights for furthering the main objects of the Company.

VII. Subject to any law for the time being in force, to undertake or take part in the formation, supervision or control of the business or operations of any person, firm, body corporate, association undertaking carrying on the main business of the Company.

VIII. To apply for, obtain, purchase or otherwise acquire and prolong and renew any patents, patent-rights, brevets, inventions, processes, scientific technical or other assistance, manufacturing processes know-how and other information, designs, patterns, copyrights, trade-mark, licenses concessions and the like rights or benefits, conferring an exclusive or non-exclusive or limited or unlimited right of use thereof, which may seem capable of being used for or in connection with the main objects of the Company or the acquisition or use of which may seem calculated directly or indirectly to benefit the Company on payment of any fee royalty or other consideration and to use, exercise or develop the same under or grant licenses in respect thereof or otherwise deal with same and to spend money in experimenting upon testing or improving any such patents, inventions, right or concessions.

IX. To apply for and obtain any order under any Act or Legislature, charter, privilege concession, license or authorization of any Government, State or other Authority for enabling the Company to carry on any of its main objects into effect or for extending any of the powers of the Company or for effecting and modification of the constitution of the Company or for any other such purpose which may seem expedient and to oppose any proceeding or applications which may seem expedient or calculated directly or indirectly to prejudice the interest of the Company.

X. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the Company or any of them and to obtain from any such Government, authority, person or company any rights, charters, contracts, licenses and concessions which the Company may think desirable to obtain and to carry out, exercise and comply therewith.

XI. To draw, make, accept, discount, execute and issue bills of exchanges, promissory notes, bills of lading, warrants, debentures and such other negotiable or transferable instruments, of all types or securities and to open Bank Accounts of any type and to operate the same in the ordinary course of the Company.

XII. To advance money either with or without security, and to such persons and upon such terms and conditions as the Company may deem fit and also to invest and deal with the money of the Company not immediately required in or upon such investments and in such manner as, from time to time, may be determined, provided that the Company shall not carry on the business of banking as provided in the Banking Regulations Act, 1949.

XIII. To undertake and execute any trusts, the undertaking of which may seem to the Company desirable, either gratuitously or otherwise.

XIV. To establish, or promote or concur in establishing or promote any company for the purpose acquiring all or any of the properties, rights and liabilities of the Company.

XV. To sell, lease, mortgage, exchange, grant licenses and other rights improve, manage, develop and dispose of undertakings, investments, properties, assets and effects of the company or any part thereof for such consideration as may be expedient and in particular for any shares, stocks, debentures or other securities of any other such company having main objects altogether or in part similar to those of the Company.

XVI. To employ agents or experts to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, properties or rights which the Company purpose to acquire.

XVII. To create any reserve fund, sinking fund, or any other such special funds whether for depreciation, repairing, improving, and research, extending or maintaining any of the properties of the Company or for any other such purpose conducive to the interest of the Company.

XVIII. To establish, for any of the main objects of the Company, branches or to establish any firm or firms at places in or outside India as the Company may deem expedient.

XIX. To pay out of the funds of the company all costs, charges and expenses of and incidental to the formation and registration of the company and any company promoted by the company and also all costs, charges, duties, impositions and expenses of and incidental to the acquisition by the company of any property or assets.

XX. To send out to foreign countries, its director, employees or any other person or persons for exploring opportunities for expansion of main business or trade procuring and buying any machinery or establishing trade and business connections or for promoting the interests of the company and to pay all expenses incurred in the connection.

XXI. To agree to refer to arbitration any dispute, present or future between the Company and any other company, firm, individual or any other body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.

XXII. To appoint agents, sub-agents, dealers, managers canvassers, sales, representatives or salesmen for transacting all or any kind of the main business of which this Company is authorized to carry on and to constitute agencies of the Company in India or in any other country and establish depots and agencies in different parts of the world.

XXIII. To procure the registration or recognition of the company in or under the laws of any place outside India.

4. **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.**

5. **The Authorized Share Capital of the Company is Rs. 15, 00, 00,000/- (Rupees Fifteen Crore only) divided into 3,00,00,000 (Three Crore Only) Equity Shares of Rs.5/- (Rupees Five Only) each.**

1.Change in Capital Clause of MOA has been done in accordance with the approval of Shareholders of the Company through Postal Ballot voting, concluded on 11.01.2025

6. We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:—

Sr. No.	Names, Addresses, Description & Occupation of each Subscriber	Number of equity Shares taken By each Subscriber	Signature of the Subscriber	Name, Addresses Description, & Occupation of the Witness.
1.	**SUKHDEV SINGH** S/o S. Inder Singh R/o 1186 Urban Estate, Phase-II, Jalandhar. (Business)	12500	Sd/-	Ihere by witness that both the subscribers have singed in my presence.
2.	**RANJIT SINGH** S/o S. Gumaij Singh R/o 1186 Urban Estate, Phase-II Jalandhar. (Business)	12500	Sd/-	Sd/- **RAJESH KAKKAR** FCA, LLB, S/o Sh. G.R. Kakkar, Defence Colony, Jalandhar.
	Total	25000 (Twenty Five Thousand Only)		

Dated:21.04.2005
Place: Jalandhar.

THE COMPANIES ACT 2013
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

Adopted in the EGM held on 11.09.2014.

OF

AGI INFRA LIMITED

The Company has Adopt Table 'F' as Per the Provisions of the Companies Act, 2013.

Interpretation

I. (1) In these regulations—

(a) "the Act" means the Companies Act, 2013,

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

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

(2A) These articles may also include any of the provisions of any Memorandum of Understanding (MOU) which may be entered in future in case, if any need arise, among directors and shareholders, and they will be binding on the directors and shareholders of the company. And whereas in the event of any conflict between the terms of this Memorandum of Understanding and the Articles of Association of the company, the provisions of these Articles of Association (AOA) shall prevail; except however, on matters explicitly stated within any such MoU, to be such that on those specific matters, the contents of any such MoU will prevail over these Articles of Association.

Share capital and variation of rights

II. 1. Subject to the provisions of the Act and these Articles, the shares in the capital ofthe company shall be under the control of the Directors who may issue, allot or otherwisedispose of the same or any of them to such persons, in such proportion and on such termsand conditions and either at a premium or at par and at such time as they may from time totime think fit.

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

(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 oftwenty rupees for each certificate after the first.

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

(iii) In respect of any share or shares held jointly by several persons, the companyshall not be bound to issue more than one certificate, and delivery of a certificate for a shareto 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 nofurther space on the back for endorsement of transfer, then upon production and surrenderthereof to the company, a new certificate may be issued in lieu thereof, and if any certificateis lost or destroyed then upon proof thereof to the satisfaction of the company and onexecution of such indemnity as the company deem adequate, a new certificate in lieu thereofshall be given. Every certificate under this Article shall be issued on payment oftwenty rupees for each certificate.

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

4. Except as required by law, no person shall be recognized by the company as holdingany 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 orpartial interest in any share, or any interest in any fractional part of a share, or (except only asby these regulations or by law otherwise provided) any other rights in respect of any shareexcept an absolute right to the entirety thereof in the registered holder.

5. (i) The company may exercise the powers of paying commissions conferred bysub-section (6) of section 40, provided that the rate per cent. or the amount of the commissionpaid or agreed to be paid shall be disclosed in the manner required by that section and rulesmade thereunder.

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

   (iii) The commission may be satisfied by the payment of cash or the allotment of fullyor 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 rightsattached to any class (unless otherwise provided by the terms of issue of the shares of thatclass) may, subject to the provisions of section 48, and whether or not the company is beingwound up, be varied with the consent in writing of the holders of three-fourths of the issuedshares of that class, or with the sanction of a special resolution passed at a separate meetingof the holders of the shares of that class.

   (ii) To every such separate meeting, the provisions of these regulations relating togeneral meetings shall mutatis mutandis apply, but so that the necessary quorum shall be atleast 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 withpreferred or other rights shall not, unless otherwise expressly provided by the terms of issueof the shares of that class, be deemed to be varied by the creation or issue of further sharesrankingparipassutherewith.

8. Subject to the provisions of section 55, any preference shares may, with the sanctionof an ordinary resolution, be issued on the terms that they are to be redeemed on such termsand 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) onevery share (not being a fully paid share), for all monies (whether presentlyPayable 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 ofa 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 bewholly 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 andbonuses 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 whichthe 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 anddemanding payment of such part of the amount in respect of which the lien exists as ispresently payable, has been given to the registered holder for the time being of theshare 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 theshares sold to the purchaser thereof.

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

(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 proceedingsin reference to the sale.

12. (i) The proceeds of the sale shall be received by the company and applied inpayment 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 asexisted upon the shares before the sale, be paid to the person entitled to the shares at thedate of the sale.

CALLS ON SHARES

13. (i) The Board may, from time to time, make calls upon the members in respect of anymonies unpaid on their shares (whether on account of the nominal value of the shares or byway 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 bepayable 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 specifyingthe time or times and place of payment, pay to the company, at the time or times and place sospecified, 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 theBoard authorizing the call was passed and may be required to be paid by installments.

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

16. (i) If a sum called in respect of a share is not paid before or on the day appointed forpayment thereof, the person from whom the sum is due shall pay interest thereon from theday appointed for payment thereof to the time of actual payment at ten per cent. per annumor 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 inpart.

17. (i) Any sum which by the terms of issue of a share becomes payable on allotmentor at any fixed date, whether on account of the nominal value of the share or by way ofpremium, shall, for the purposes of these regulations, be deemed to be a call duly made andpayable 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 regulationsas to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum hadbecome 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, allorany 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 forsuch advance, become presently payable) pay interest at such rate not exceeding,unless the company in general meeting shall otherwise direct, twelve per cent.perannum, as may be agreed upon between the Board and the member paying the sumin advance.

Transfer of shares

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

(ii) The transferor shall be deemed to remain a holder of the share until the name of thetransferee 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 toregister—

(a) the transfer of a share, not being a fully paid share, to a person of whom theydo 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 undersub-section (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares towhich it relates, and such other evidence as the Board may reasonably require to showthe 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 91and rules made thereunder, the registration of transfers may be suspended at such times andfor such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days atany 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 ajoint holder, and his nominee or nominees or legal representatives where he was a soleholder, shall be the only persons recognized by the company as having any title to hisinterest in the shares.

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from anyliability 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 orinsolvency of a member may, upon such evidence being produced as may from time to timeproperly 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 couldhave made.

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

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

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

(iii) All the limitations, restrictions and provisions of these regulations relating to theright to transfer and the registration of transfers of shares shall be applicable to any suchnotice or transfer as aforesaid as if the death or insolvency of the member had not occurredand 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 theholder shall be entitled to the same dividends and other advantages to which he would beEntitled if he were the registered holder of the share, except that he shall not, before beingRegistered as a member in respect of the share, be entitled in respect of it to exercise any rightConferred by membership in relation to meetings of the company:

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

Forfeiture of shares

27. If a member fails to pay any call, or installment of a call, on the day appointed forpayment thereof, the Board may, at any time thereafter during such time as any part of the callor installment remains unpaid, serve a notice on him requiring payment of so much of the callor 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 fromthe date of service of the notice) on or before which the payment required by the noticeis to be made; and

(b) state that, in the event of non-payment on or before the day so named, theshares 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, anyshare in respect of which the notice has been given may, at any time thereafter, before thepayment required by the notice has been made, be forfeited by a resolution of the Board tothat effect.

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

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

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

(ii) The liability of such person shall cease if and when the company shall havereceived 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 manageror the secretary, of the company, and that a share in the company has been duly forfeited ona date stated in the declaration, shall be conclusive evidence of the facts therein stated asagainst all persons claiming to be entitled to the share;

(ii) The company may receive the consideration, if any, given for the share on any saleor disposal thereof and may execute a transfer of the share in favour of the person to whomthe 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 theproceedings 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 nonpaymentof 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 samehad 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 sharecapital by such sum, to be divided into shares of such amount, as may be specified in theresolution.

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 largeramount than its existing shares;

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

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

(d) cancel any shares which, at the date of the passing of the resolution, havenot 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 samemanner as, and subject to the same regulations under which, the shares from which thestock arose might before the conversion have been transferred, or as near thereto ascircumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stocktransferable, so, however, that such minimum shall not exceed the nominal amount ofthe 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 atmeetings of the company, and other matters, as if they held the shares from which thestock arose; but no such privilege or advantage (except participation in the dividendsand profits of the company and in the assets on winding up) shall be conferred by anamount of stock which would not, if existing in shares, have conferred that privilege oradvantage.

(c) such of the regulations of the company as are applicable to paid-up sharesshall apply to stock and the words "share" and "shareholder" in those regulationsshall include "stock" and "stock-holder" respectively.

37. The company may, by special resolution, reduce in any manner and with, andsubject to, any incident authorised and consent required by law,—

(a) its share capital;

(b) any capital redemption reserve account; or

(c) any share premium account.

Capitalisationof profits

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

(a) that it is desirable to capitalise any part of the amount for the time beingstanding to the credit of any of the company's reserve accounts, or to the credit of theprofit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specifiedin clause (ii) amongst the members who would have been entitled thereto, if distributedby way of dividend and in the same proportions.

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

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

(B) paying up in full, unissued shares of the company to be allotted anddistributed, credited as fully paid-up, to and amongst such members in the proportionsaforesaid;

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

(D) A securities premium account and a capital redemption reserve accountmay, for the purposes of this regulation, be applied in the paying up of unissuedshares 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 inpursuance 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 tobe capitalised 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 paymentin cash or otherwise as it thinks fit, for the case of shares becoming distributable infractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto,into an agreement with the company providing for the allotment to them respectively,credited as fully paid-up, of any further shares to which they may be entitled uponsuch capitalisation, or as the case may require, for the payment by the company ontheir behalf, by the application thereto of their respective proportions of profits resolvedto be capitalised, of the amount or any part of the amounts remaining unpaid on theirexisting shares;

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

Buy-back of shares

40. Notwithstanding anything contained in these articles but subject to the provisionsof sections 68 to 70 and any other applicable provision of the Act or any other law for the timebeing 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 extraordinarygeneral 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 aquorum are not within India, any director or any two members of the company may call anextraordinary general meeting in the same manner, as nearly as possible, as that in whichsuch 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 ofmembers 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 asprovided in section 103.

44. The chairperson, if any, of the Board shall preside as Chairperson at every generalmeeting of the company.

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

46. If at any meeting no director is willing to act as Chairperson or if no director ispresent within fifteen minutes after the time appointed for holding the meeting, the memberspresent 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 ispresent, and shall, if so directed by the meeting, adjourn the meeting from time to time andfrom place to place.

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

(iii) When a meeting is adjourned for thirty days or more, notice of the adjournedmeeting 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 benecessary to give any notice of an adjournment or of the business to be transacted at anadjourned meeting.

Voting rights

48. Subject to any rights or restrictions for the time being attached to any class orclasses 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 inthe paid-up equity share capital of the company.

49. A member may exercise his vote at a meeting by electronic means in accordancewith 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 inperson 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 namesstand in the register of members.

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

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

53. No member shall be entitled to vote at any general meeting unless all calls or othersums 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 everyvote 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 themeeting, 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 notarised copy of that power or authority, shall bedeposited at the registered office of the company not less than 48 hours before the time forholding the meeting or adjourned meeting at which the person named in the instrumentproposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed forthe 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 rulesmade 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 theproxy or of the authority under which the proxy was executed, or the transfer of the shares inrespect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfershall 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 Directors shall not be less than two as well as not more than twelve.

59. The Present Directors of the company as on date of EGM 11.09.2014are:-

1.	**Smt. SalwinderjitKaur**	**-**	**Director**
2.	**S. Sukhdev Singh**	**-**	**Director**
3.	**Sh. AnujRaiBansal**	**-**	**Director**

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

(ii) In addition to the remuneration payable to them in pursuance of the Act, thedirectors 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 anycommittee thereof or general meetings of the company; or

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

61. The Board may pay all expenses incurred in getting up and registering the company.

62. The company may exercise the powers conferred on it by section 88 with regard tothe keeping of a foreign register; and the Board may (subject to the provisions of thatsection) make and vary such regulations as it may thinks fit respecting the keeping of anysuch register.

63. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiableinstruments, 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 asthe Board shall from time to time by resolution determine.

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

65. (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 ofthe directors

and additional directors together shall not at any time exceed the maximumstrength fixed for the Board by the articles.

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

Proceedings of the Board

66. (i) The Board of Directors may meet for the conduct of business, adjourn andotherwise 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.

67. (i) Save as otherwise expressly provided in the Act, questions arising at anymeeting 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 asecond or casting vote.

68. Notice of every meeting of the Board of Directors of the Company shall be given by registered post and/ orelectronically to every Director at his/her usual address/e-mail address and E-communication or video conferencing or any other means of contemporaneous communication permissible under law will be a valid and legitimate means of conducting Company Board Meetings.

69. 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 ofthe Board, the continuing directors or director may act for the purpose of increasing thenumber of directors to that fixed for the quorum, or of summoning a general meeting of thecompany, but for no other purpose.

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

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is notpresent 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.

71. (i) The Board may, subject to the provisions of the Act, delegate any of its powersto 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, conformto any regulations that may be imposed on it by the Board.

72. (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 notpresent within five minutes after the time appointed for holding the meeting, the memberspresent may choose one of their members to be Chairperson of the meeting.

73. (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 majorityof votes of the members present, and in case of an equality of votes, the Chairperson shallhave a second or casting vote.

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

75. Save as otherwise expressly provided in the Act, a resolution in writing, signed byall the members of the Board or of a committee thereof, for the time being entitled to receivenotice of a meeting of the Board or committee, shall be valid and effective as if it had beenpassed at a meeting of the Board or committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

77. Subject to the provisions of the Act,—

(i) A chief executive officer, manager, company secretary or chief financial officermay be appointed by the Board for such term, at such remuneration and upon suchconditions as it may thinks fit; and any chief executive officer, manager, companysecretary or chief financial officer so appointed may be removed by means of aresolution of the Board;

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

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

The Seal

79. (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 theauthority of a resolution of the Board or of a committee of the Board authorised by it in thatbehalf, and except in the presence of at least two directors and of the secretary or such otherperson as the Board may appoint for the purpose; and those two directors and the secretaryor other person aforesaid shall sign every instrument to which the seal of the company is soaffixed in their presence.

Dividends and Reserve

80. The company in general meeting may declare dividends, but no dividend shallexceed the amount recommended by the Board.

81. Subject to the provisions of section 123, the Board may from time to time pay to themembers such interim dividends as appear to it to be justified by the profits of the company.

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

(ii) The Board may also carry forward any profits which it may consider necessary notto divide, without setting them aside as a reserve.

83. (i) Subject to the rights of persons, if any, entitled to shares with special rights asto dividends, all dividends shall be declared and paid according to the amounts paid orcredited as paid on the shares in respect whereof the dividend is paid, but if and so long asnothing is paid upon any of the shares in the company, dividends may be declared and paidaccording to the amounts of the shares.

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

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

84. The Board may deduct from any dividend payable to any member all sums ofmoney, if any, presently payable by him to the company on account of calls or otherwise inrelation to the shares of the company.

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

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

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

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

88. No dividend shall bear interest against the company.

Accounts

89. (i) The Board shall from time to time determine whether and to what extent and atwhat times and places and under what conditions or regulations, the accounts and books ofthe 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 orbook or document of the company except as conferred by law or authorised by the Board orby the company in general meeting.

Winding up

90. 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, divideamongst the members, in specie or kind, the whole or any part of the assets of thecompany, 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 fairupon any property to be divided as aforesaid and may determine how such divisionshall 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 suchassets in trustees upon such trusts for the benefit of the contributories if he considersnecessary, but so that no member shall be compelled to accept any shares or others curities whereon there is any liability.

Indemnity

91. Every officer of the company shall be indemnified out of the assets of the companyagainst 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 isgranted to him by the court or the Tribunal.

Borrowing Powers

92. The Board may from time to time, at its discretion, subject to the provisions of Section 73, 179 and 180 of the Act, raise or borrow either from Directors or Central Government or State Governments, Bank, Corporation and/or any other person/persons(s)/party or parties and secure the payment of any sum or sums of money for the purposes of the company. The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and, in particular by the issue of debentures of any kind including but not limited to Non Convertible debentures or debenture stock or any mortgage, or other security on the undertaking of the whole or any part of the property of the company (both present and future) including its uncalled capital for time being.

93. Save as provided in section 56 of the Act, no transfer of debentures shall be registered unless a proper instrument of transfer duly stamped or executed by the transferor and the transferee has been delivered to the company together with the certificate or certificates of the debentures.'

Note: The Articles shall be signed by each subscriber of the memorandum of associationwho shall add his address, description and occupation, if any, in the presence of atleast one witness who shall attest the signature and shall likewise add his address,description and occupation, if any, and such signatures shall be in form specifiedbelow:

Sr. No.	Names, Addresses, Description & Occupation of each Subscriber	Signature of the Subscriber	Name, Addresses Description, & Occupation of the Witness.
1.	**SUKHDEV SINGH** S/o S. Inder Singh R/o 1186 Urban Estate, Phase-II, Jalandhar. (Business)	Sd/-	I here by witness that both the subscribers have singed in my presence.
2.	**RANJIT SINGH** S/o S. Gumaij Singh R/o 1186 Urban Estate, Phase-II Jalandhar. (Business)	Sd/-	Sd/- **RAJESH KAKKAR** FCA, LLB, S/o Sh. G.R. Kakkar, Defence Colony, Jalandhar.

Dated: 21.04.2005
Place: Jalandhar.