



**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]

The Corporate Identity Number of the company is

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Digital Signature Certificate

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](http://www.mca.gov.in)

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



\* as issued by the Income Tax Department

**Memorandum of Association**  
**OF**  
**CAREER DEFENCE TRAINING FOUNDATION**

(COMPANY LIMITED BY SHARES NOT FOR PROFIT UNDER  
SECTION 8 OF THE COMPANIES ACT, 2013)

[Pursuant to rule 19(2) the Companies (Incorporation) Rules, 2014]

1. The name of the company is "CAREER DEFENCE TRAINING FOUNDATION".
2. The registered office of the company will be situated in the State of HARYANA.
3. The objects for which the company is established are:
  1. To provide educational, social cultural, economical support and medical relief to poor, needy, desirable and downtrodden.
  2. To give aid, prizes and stipends to any needy students, adopting poor students, trust and other institution for promotion of education literature, science, fine arts, crafts, sports, cultural activities and for relief, medical treatment.
  3. To arrange training camps and workshops by famous artists and experts involved in the respective forms of performing Arts to create interest and motivate the younger generation.
  4. To carry out advancement of any other objects of general public utility and community welfare.
  5. To carry out other lawful activities as considered necessary solely for the furtherance and achievement of above objects.

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

4. The objects of the company extend to the Whole of India
5. (i) *The profits, if any, or other income and property of the company, whensoever's derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum.*
  - (ii) No portion of the profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the company or to any one or more of them or to any persons claiming through any one or more of them.
  - (iii) No remuneration or other benefit in money or money's worth shall be given by the company to any of its members, whether officers or members of the company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.

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- (iv) Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.
- (v) Nothing in clauses (iii) and (iv) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;
6. No alteration shall be made to this memorandum of association or to the articles of association of the company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar.
7. The liability of the members is limited.
8. The share capital of the company will consist of Rs. 1,00,000/- divided into 10,000 shares of 10 rupees each.
9. True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the company for the time being in force, the accounts shall be open to the inspection of the members.
- Once at least in every year, the accounts of the company shall be examined and the correctness of the balance-sheet and the income and expenditure account ascertained by one or more properly qualified auditor or auditors.
10. If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.
11. The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.

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12. We, the several persons, whose name and address are subscribed, are desirous of being formed into a company under Section-8 in pursuance of this memorandum of association, and we respectively agree to take the number of share in the capital of the Company set against our respective names :-

Names, addresses, descriptions occupations of subscribers	No. of shares taken by each subscriber	Photograph of subscriber	Signature of subscriber	Signature, names, and addresses, descriptions and occupations of witnesses
<p>1. VINAY KUMAR RAI S/o Sh. OM PRAKASH RAI R/o HOUSE NO 1 C, BC MARKET, ARYA GIRLS COLLEGE, AMBALA CANTT - 133001, HARYANA OCCUPATION: BUSINESS</p>	8000			<p>I WITNESS TO SUBSCRIBERS WHO HAVE SUBSCRIBED AND SIGNED IN MY PRESENCE, FURTHER I HAVE VERIFIED THEIR IDENTITY DETAILS FOR THEIR IDENTIFICATION AND SATISFIED MYSELF OF THEIR IDENTIFICATION PARTICULARS AS FILED IN</p>  <p>CS AMAN AGGARWAL 2735, LALA BAS DEV BUILDINGS, TIMBER MARKET, AMBALA CANTT, HARYANA, 133001 OCCUPATION - PRACTISING COMPANY SECRETARY M.NO. 38938 CP. NO. 14788</p>
<p>2. AAINA ARORA D/o Sh. ISH KUMAR R/o 2038, SECTOR-21, PANCHKULA - 134116, HARYANA OCCUPATION: BUSINESS</p>	2000			
	10,000			

Place: AMBALA  
Date: 02/04/2022



3.



**ARTICLES OF ASSOCIATION  
OF  
CAREER DEFENCE TRAINING FOUNDATION**

(COMPANY LIMITED BY SHARES NOT FOR PROFIT UNDER SECTION 8 OF  
THE COMPANIES ACT, 2013)

**TABLE -F**

1. The regulations contained in Table 'F' in the first schedule to the Companies Act, 2013 so far as the same be applicable to a private company as defined in the said Act, shall apply to this Company to the extent to which they are not modified, varied, amended or altered by these Articles.

**INTERPRETATION**

2. In these Articles, unless there by anything repugnant to the subject or context the Following words shall have the meaning written against them:

a) "The Company": "The Company" means CAREER DEFENCE TRAINING FOUNDATION

b) "The Act" or "The said Act": "The Act" means the Companies Act of 2013.

c) "The Directors" or "The Board" or "The Board of Directors": "The Directors" or "The Board" or "The Board of Directors" means the Directors for the time being of the Company or the Directors assembled at the Board.

d) "Month": "Month" means a Calendar month.

e) "Office": The "Office" means the Registered Office for the time being of the Company.

f) "These Presents": "These Presents" means the Articles of Association as originally framed or as altered from time to time by special resolutions.

g) "The Seal": "The Seal" means the common seal of the Company.

h) "Writing": "Writing" shall include printing and lithography and any other mode or modes of reproducing words in an intelligible form.

i) "Singular Number": Words importing the singular number only shall include the plural number and vice-versa.

j) Subject as aforesaid, any word or expression in the Act shall except where the subject to context forbids bear the same meaning in these presents. The marginal noted hereto shall not affect the construction thereof.







### **PRIVATE COMPANY**

3. The company is a Private Company as defined in Section 2 (68) of The Companies Act, 2013 with a minimum paid up share capital as may be prescribed, and which by its articles,-

- i. restricts the right to transfer its shares;
- ii. except in case of one person company, limits the number of its members to two hundred:

Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:

Provided further that –

A. persons who are in employment of the Company; and

B. persons, who, having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased Shall not be included in the number of members; and

- iii. prohibits any invitation to the public to subscribe for any securities of the Company;

### **SHARE CAPITAL AND VARIATION OF RIGHTS**

4. The Authorised Share Capital of the Company is *Rs. 1,00,000/- (Rupees One Lakh Only) divided into 10,000 (Ten thousand) Equity Shares of Rs.10/- (Rupees Ten Only) each*, with power to increase, issue further capital and reduce the capital of the Company and to divide, consolidate the shares in the capital for the time being into several clauses and to attach thereto respectively such preferential deferred, qualified or special rights, privileges or conditions as may be determined and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be provided or determined from time to time.

5. 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.



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

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(ii) Every certificate shall be under the seal and shall specify the shares to 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.

7. (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 (6) and (7) shall mutatis mutandis apply to debentures of the company.

8. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

9. (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

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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.

10. 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.

11. 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.

### **TRANSFER OF SHARES**

12. (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.

13. 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.

14. The Board may decline to recognise any instrument of transfer unless –

(a) the instrument of transfer is in the form as prescribed in rules made under subsection

(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.

15. 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**

16. In case of death of a member, the survivor or survivors where the member was a joint holder, the title or interest in the shares shall pass on to his or her heirs, administrators or executors and any person becoming entitled to such shares in consequence of death of any member, may upon producing such evidence of title as the Board of Directors may require, register himself as holder of the shares or debentures and subject to the provisions of transfer herein contained, transfer the same to some other person.

### **ALTERATION OF CAPITAL**

17. 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.

18. 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.

19. The company may, by special resolution, reduce in any manner and with, and subject 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.

### **BUY-BACK OF SHARES**

20. 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.

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## GENERAL MEETINGS

21. In addition to any other meetings, a general meeting shall be held in each year in accordance with the provisions of the Act within six months of the day up to which the balance sheet and income and expenditure account are made up. Such general meeting shall be called their Annual General Meeting and shall be held at such time, date and place as may be decided by the Directors having regard to the directions, if any, given in this respect by the Company in general meeting. All General Meeting other than Annual General Meeting shall be called Extraordinary General Meeting.

22. The ordinary business of an Annual General Meeting shall be to receive and adopt the Income and Expenditure Account and the Balance Sheet and the reports of the Auditors, to appoint auditors and to fix their remuneration. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special business.

23. At least 14 days, clear notice of General Meetings of the Company, specifying the day, hour and place of meeting and the objects shall be given. In every such notice calling meeting of the Company, there will appear a statement that member is entitled to appoint proxy to attend and to vote instead of himself. A General Meeting may be called after giving a notice shorter than 14 days if consent is accorded in case of any general meeting of all the members entitled to vote there at.

24. The accidental omission to give any such notice or its non-receipt by any member or other person to whom it should be given shall not invalidate the proceedings of the meeting.

25. The board may, wherever it thinks fit, call an Extra-ordinary General Meeting.

## PROCEEDINGS AT GENERAL MEETINGS

26. (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. At least two members present in person shall be quorum for general meeting.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.





27. If within half an hour from the time appointed for holding the meeting, a quorum is not present, the meeting, if called upon the requisition of member shall be dissolved.

28. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at other time and place as the Board may determine.

29. If the chairperson 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.

30. 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

31. (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

32. Voting rights of the members shall be:

(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.

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

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34. (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.

35. 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.

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

37. 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.

38. (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

39. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

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

41. 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.



## **DIRECTORS**

42. Until otherwise determine by a special resolution, the number of Directors of the Company shall not be less than two. The First Directors of the Company shall be:

1. VINAY KUMAR RAI
2. AAINA ARORA.

43. A Director need not necessarily be a member of the Company.

44. The Board of Directors shall have power at any time to appoint any person as a Director, either to fill a casual vacancy or as an addition to the Board, provided that the total number of Directors shall not exceed the maximum number fixed by these presents and the provisions of Section 161 of the Act respectively as complied with.

45. The Board may appoint an alternate director to act in place of director (hereinafter called the 'original Director') during his absence from the State in which the meetings of Directors are normally held. An alternate director appointed under this Article shall not hold office longer than the original Director in whose place he has been appointed and shall vacate office if and when the original director returns to the state.

46. Each Director shall be paid out of the funds of the Company a remuneration by way of sitting fees any such amount as the Board may fix from time to time for every meeting of the Board or its Committees at which he shall be present in person, besides travelling, hotel and other expenses incurred by him as may be determined by the Board of Directors from time to time.

47. Subject to the provisions of the Act, the Board may from time to time appoint one or more of their body to the office of the Managing Director, Technical Director, Finance Director or any other whole time Director by whatever name called on such terms and on such remuneration (whether by way of commission or salary or partly by one way and partly in another) as they may think fit.

48. The Directors of the Company shall not be liable to retire by rotation but his Appointment shall be subject to the provisions of any contract between him and the Company and subject further to determination of office ipso facto if he ceases from any cause to be a Director or if the Company in General Meeting resolves that his tenure of office be determined.

49. Subject to provisions Section 197 of the Act, if any Director is appointed to advise the Company as an expert or be called upon to perform extra services or make special exertions for any of the purposes of the Company, the Directors may pay such director such special remuneration as they think fit which





remuneration may be in the form of either salary, commission at a fixed percentage of the net profits of the Company or a combination of both. The Board may also reimburse all expenses incurred by such Directors in connection with the business and function of the Company.

50. The business of the Company shall be managed by the Directors who may pay all expenses incurred in getting the Company registered and shall exercise all such powers of the Company as are not, either by the Act or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to the regulation in these presents and the Act. The exercise of the powers by the Board shall be subject also to the control and regulations of the Company in General Meeting, but no resolution passed by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such resolution had not been made.

51. Without prejudice to the generality of the above powers, the Directors are also authorised to enter into partnership or any other arrangements for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, firm or Company carrying on or engaged in or about to carry on or engage in any business or transactions which may seem or capable of being carried on or conducted so as to directly benefit the Company.

52. Subject to the provisions of the Companies Act 2013, the Board of Directors may from time to time at their discretion raise or borrow or secure the repayment of any sum or sums of money for or on behalf of the Company from any person, firm, Company, Banks, financial institutions or any other body or authority on such terms and conditions as the Board of Directors may think fit and proper and with power to mortgage, pledge or charge the whole or any part of the properties, assets, undertaking and/ or revenue of the Company both present and future including its uncalled capital, as security for re-payment of such moneys.

53. Subject to the provisions of the Act, the Directors may from time to time entrust to and confer upon the Managing or any whole time Director for the time being or any other person such of the power exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and with such restrictions as they may think expedient and they may confer such powers, either collaterally with or to the exclusion of and, in substitution for all or any of the powers of the Directors in that behalf and may from time to time withdraw, revoke, alter or vary all or any such powers.



54. No Director shall be disqualified from his office by contracting with the Company nor shall any such contract entered into for or on behalf of the Company in which any Director is in any way interested be avoided nor shall Directors so contracting or being so interested be liable to account to the Company for any profit realized from any such contract, by reason only of such Director holding such Office or the fiduciary relation thereby being established, but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract is first taken into consideration or if his interest is not then existing or in any other case, at the first meeting of the Directors held after the acquisition of the interest.

### **BOARD MEETINGS**

55. A Director may from time to time and the Managing Director or any whole time director by whatever name called, if any shall upon the request of any director, convene a meeting of the Board of Directors.

56. Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with all necessary papers to all the Directors then in India (not being less in number than the quorum fixed for a meeting of the Board or committee as the case may be) and all other Directors at their usual addresses in India and has been approved by all or majority of such of them, as are entitled to vote on the resolution shall be as valid and effectual as if it had been passed by a meeting of the Board duly convened and held. In the event of the signature of any one or more of the Directors to any such resolution being affixed on different dates, the said resolution shall be deemed to be passed on the date of the Director signing last.

57. The quorum for meeting of Board of Directors of the Company shall not be less than two members.

### **ACCOUNTS**

58. The Company shall keep at the Registered Office or at such other place in India as the Board thinks fit, proper books of Accounts in accordance with Section 2(13) of the Act.

59. The Directors shall, cause to be prepared and laid before the Company in every Annual General Meeting a Balance Sheet, profit and Loss Account duly audited and other reports as required by the Act. A copy of every such document shall be sent to every member of the Company as required.



### *AUDIT*

60. The First Auditor of the Company shall be appointed by the Board within one month of the date of registration of the Company. The auditor so appointed shall hold office until the conclusion of the First Annual General Meeting and thereafter the auditors shall be eligible for re-appointment at every Annual General Meeting.

### *THE SEAL*

61. i) The Board shall provide for the common seal and its safe custody.  
ii) The Seal or the Company shall not be affixed to any instrument except by the authority of the Board by means of a resolution.

62. The Company in general may, upon the recommendations of the Board, resolve 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 credit of the profit and loss Account or otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified amongst the members who would have been entitled thereto, if disturbed by way or dividend and in the same proportion.

63. The sum aforesaid shall not be paid in cash but shall be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members or paying in full unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members or partly in one way or partly the other.

### *SECRECY*

64. Every Director, Manager, Auditor, Treasurer, 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 Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the statement of Account with individuals and in all matters relating to the Company 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 law to the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.








### **INDEMNITY**

65. Subject to the provisions of the Companies Act 2013, every Director, Manger, Auditor and other Officer or servant of the Company shall be indemnified by the Company against all costs, losses and expenses which any such officer or servant or auditor may incur or become liable to by reason of any contract entered into or in any way in the discharge of his duties including expenses and in particular and so as not to limit the generality of the foregoing provisions against all liabilities incurred by him as such Director, Manager, Officer, Auditor or servant in defending any proceedings Whether Civil Criminal in which judgment is given in his favour or he is acquitted or in connection with any application under Section 463 of the Act, in which relief is granted by the Court and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as amongst the members over all other claims.





Names, Addresses, Descriptions and Occupations of Subscribers	Photograph of Subscribers	Signature of Subscribers	Witnesses (along with names, addresses, descriptions and occupations)
<p>1. VINAY KUMAR RAI S/o Sh. OM PRAKASH RAI R/o HOUSE NO 1 C, BC MARKET, ARYA GIRLS COLLEGE, AMBALA CANTT – 133001, HARYANA OCCUPATION: BUSINESS</p>			<p>I WITNESS TO SUBSCRIBERS WHO HAVE SUBSCRIBED AND SIGNED IN MY PRESENCE, FURTHER I HAVE VERIFIED THEIR IDENTITY DETAILS FOR THEIR IDENTIFICATION AND SATISFIED MYSELF OF THEIR IDENTIFICATION PARTICULARS AS FILED IN.</p> <p style="text-align: center;">  </p> <p style="text-align: center;"> <b>CS AMAN AGGARWAL</b>  2735, LALA BAS DEV BUILDINGS, TIMBER MARKET, AMBALA CANTT, HARYANA-133001  OCCUPATION – PRACTISING COMPANY SECRETARY  M.NO. 38938,  CP. NO. 14788 </p>
<p>2. AAINA ARORA D/o Sh. ISH KUMAR R/o 2038, SECTOR-21, PANCHKULA – 134116, HARYANA OCCUPATION: BUSINESS</p>			

Place: AMBALA  
Date: 02/04/2022



