

**THE COMPANIES ACT, 2013**  
**COMPANY LIMITED BY SHARES**  
**U/S. 8 OF COMPANIES ACT, 2013**  
**ARTICLES OF ASSOCIATION OF**  
**MARIYAAH EDUCATIONAL COUNCIL**

**ADAPTED TABLE F**

**Interpretation**

I. In these regulations—

Every reference in these articles to the masculine shall include the feminine and the singular shall include the plural.

The title or heading shall not affect the construction of any articles.

Every member shall be bound to conform to the articles of the Company for the time being in force.

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

***Definitions***

II.

- (a) “the Act” means the Companies Act, 2013;
- (b) “the Act” means the Companies Act, 2013;
- (c) “the seal” means the common seal of the company;
- (d) “the Company” means: - **MARIYAAH EDUCATIONAL COUNCIL**
- (e) the “Governing Body” means: - A body appointed by board of directors of the Company.
- (f) “Member” means: - the member of the Company.
- (g) “Board” means: - Board of Directors.
- (A) “member” in relation to a company means—
  - (i) the subscriber to the memorandum of the company who shall be deemed to have agreed to become member of the company, and on its registration, shall be entered as member in its register of members;
  - (ii) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company, unless the context otherwise requires, words or expressions contained in these regulations shall have the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

### ***Private Company***

- III. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and accordingly:
- (a) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing.
  - (b) The number of members of the Company (exclusive of 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 the employment and have continued to be members after the employment ceased) shall be limited to two hundred; provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, the shall, be treated as a single member, and
  - (c) No invitation shall be issued to the public to subscribe for any securities of the Company.

### ***Members***

1. The number of members with which the company proposes to be registered is **TWO** but the Board of Directors may, from time to time, whenever the company requires it, register an increase of members.

### ***Induction of Members***

2. (A). All applications for membership shall be submitted to the Board which shall determine each application of membership. The Board shall be entitled to use any criteria for determining whether to accept or reject an application of membership.  
  
(B). An applicant becomes a member and is entitled to exercise the rights of membership when the name of the applicant is entered in the register of members.

### ***Membership***

3. The membership of the company is open to any individual person:  
(A) The one, whom the Board deems fit or any other eligibility criteria as amended from time to time by passing a Board resolution in the Board Meeting by majority, and fulfills the terms & conditions of the company but subject to the approval of Board.  
  
(B). Board has a right to reject the membership proposal as per the rules framed by Board from time to time.

### ***Share Capital and Variation of Rights***

- IV.
1. The Authorized Share Capital of the Company shall be such amounts and be divided into such shares as may, from time to time, with power in the hands of the Board to increase or reduce the capital in accordance with the Company's regulations and legislative provisions for the time being in force in that behalf with the powers to divide the share capital, whether original increased or decreased into several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in such a manner as may for the time being be provided by the Regulations of the Company and allowed by law.

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 there under.  
  
(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.

#### ***Lien***

6. (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.

7. 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.

8. (i) To give effect to any such sale, the Board may authorise 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.

9. (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***

10. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares 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.

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

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

**13.** (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 percent 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.

**14.** (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, 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.

**15.** 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 percent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

### ***Transfer of Shares***

**16.** (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.

**17.** (i) The Board may, subject to the right of appeal conferred by section 58 declines 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.

**18.** 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 i. 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.

**19.** The Board may decline to recognise any instrument of transfer unless:

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

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

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

- 20.** 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***

- 21.** i. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.
- 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.
- 22.** 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.

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.

- 23.** 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.
- 24.** i. 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***

- 25.** If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or

instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

**26.** The notice aforesaid shall:

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

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

**27.** 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.

**28.** 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.

**29.** 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.

**30.** 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 favour of the person to whom the share is sold or disposed of;

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

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

**31.** The provisions of these regulations as to forfeiture shall apply in the case of non-payment 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 Share Capital***

**32.** 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.

**33.** Subject to the provisions of section 61, the company may, by ordinary resolution,

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

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

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

(iv) 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.

**34. Where shares are converted into stock**

(i) 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.

(ii) 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.

(iii) Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stockholder respectively.

**35. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law:**

(i) its share capital;

(ii) any capital redemption reserve account; or

(iii) any share premium account.

***Buy-back of Shares***

**36. 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.**

***Admission Fee and Subscription***

**37. i. The Admission Fee shall be such sum as may be decided by the Board of Directors of the company from time to time. However, Board of Directors has the right to admit any individual person as member of the company without admission fee.**

ii. In case of any crisis or legal or statutory or regulatory proceedings or any other exigencies which may arise in future, then all the then members may be charged an additional fixed fee as may be prescribed by the Board of Directors to meet such requirements.

***Rights & Privileges of Members***

**38. All and every member of the company:**

a) Have one vote at every meeting.

b) Shall be entitled to participate in the general body meetings.



### ***Termination or Cessation of Members***

**39.** The Board of the company shall have the powers to expel/terminate a member or/ and member from the membership of the above company on the following grounds:

- a) On his death,
- b) On his written resignation,
- c) If he is found to be involved in any anti-social activity,
- d) If he is found guilty by the Governing Body by means of anti propaganda of the activities of the company,
- e) If he is adjudged by a competent court of law to be a criminal offender or unsound mind,
- f) If he disregards the decisions of the Board.
- g) If he stays outside India for 12 continuous months without obtaining prior approval from the Board
- h) If he is acting against the interest or objects of the association.

**NOTE:** (i) The reason of termination/ cessation from the membership of the Company shall be communicated to the member concerned with show cause notice for which he will be given opportunity to be heard and after hearing decision of Board shall be final.

### ***Duties of Members***

**39.** All and every member of the company shall:

- a) Be loyal to the company and/or its constitution.
- b) Attend the General Body meetings.
- c) Give the necessary information to the company pertaining to any matter which is necessary to be known by the company.
- d) Not indulge in activities which are prejudicial to the interest of the company.

### ***General Body***

**40.** All the members of the company will constitute the "GENERAL BODY" of the company.

### ***General Body meetings***

**41.**

(i) The General Body Meeting of all members of Company may be called as and when the Governing Body may decide in the Governing Body Meeting for such matters as may be decided by the Governing Body. There is no compulsion of calling general body meeting.

(ii) If the Board deems it fit, Board may call extra ordinary general meeting.

### ***Notice of General Body Meeting***

**42.** Not less than 7 days clear notice shall be given to the members before the Date of General Body Meeting, enclosing the agenda specifying Date, Time, Place and the General nature of Business to be discussed at such meeting.

### ***Proceedings at General Body Meetings***

43. No business shall be transacted at any general body meeting unless a quorum of members is present at the time when the meeting proceeds to business.
44. The Chairperson, if any, of the Board shall preside as Chairperson at every general body 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 members present shall select one of their members to be Chairperson of the meeting.
46. If at any meeting no member is willing to act as Chairperson or if no member 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.

### ***Quorum at General Body Meeting***

47. The quorum of the General Body Meeting shall be 2. If the required quorum is not attended in any meeting it shall be adjourned for 15 minutes. At such adjourned meeting, no quorum shall be required / necessary. However, it cannot be less than 2.

### ***Adjournment of General Body Meeting***

- 48.
- 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.

### ***Voting rights***

49. Every member shall have one vote.

### ***Ordinary and Special resolutions***

50. (1) A resolution shall be an ordinary resolution if the notice required under this Act has been duly given and it is required to be passed by the votes cast, whether on a show of hands, or electronically or on a poll, as the case may be, in favor of the resolution, including the casting vote, if any, of the Chairman, by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy or by postal ballot, exceed the votes, if any, cast against the resolution by members, so entitled and voting.
- (2) A resolution shall be a special resolution when—
- (a) the intention to propose the resolution as a special resolution has been duly specified in the

notice calling the general meeting or other intimation given to the members of the resolution;

- (b) the notice required under this Act has been duly given; and
- (c) the votes cast in favor of the resolution, whether on a show of hands, or electronically or on a poll, as the case may be, by members who, being entitled so to do, vote in person or by proxy or by postal ballot, are required to be not less than three times the number of the votes, if any, cast against the resolution by members so entitled and voting

### ***Eligibility of Directors***

**51.** (A) Any member of the company can become the director of the company.

- 1. who has completed the age of 21 years,
- 2. whom the Board deems fit or any other eligibility criteria as amended from time to time by passing a Board resolution in the Board Meeting by majority, and fulfills the terms & conditions of the company but subject to the approval of Board.

### ***Board of Directors***

**52.** 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. SAMEER ABDUL RAZZAK ADHIKARI**
- 2. **MR. SAJID LIYAKAT SAYYED**

### ***Strength of Directors***

**53.** Strength of directors shall not be less than **two** or more than **fifteen** or the amendment made thereof from time to time.

### ***Appointment of Board of Directors***

- 54.** (i) The Board of Directors shall appoint the director by majority decision and by method of selection in case of casual vacancy.
- (ii) The procedure for appointment of Directors shall be decided by Board of Directors from time to time.

### ***Proceedings of the Board***

- 55.** (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 on the requisition of a director shall, at any time, summon a meeting of the Board, within 7 days from the service of requisition in the office of the company.
- 56.** (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.

57. 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.
58. (i) The Board may select a Chairperson of its meetings and determine the period for which he is to hold office.  
(ii) If no such chairperson is selected, 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 them to be Chairperson of the meeting.
59. (i) The Board may, subject to the provisions of the Act, form executive committee from members of the company.  
(ii) The strength of the Executive Committee shall be minimum 3 and maximum 9.  
(iii) The tenure of Executive Committee shall be 3 years who shall retire by rotation after every 3 years and are eligible for reappointment  
(iv) 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.
60. (i) A committee may select a Chairperson of its meetings.  
(ii) If no such Chairperson is selected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the meeting, the members of that committee present may choose one of their members to be Chairperson of the meeting.
61. (i) A committee may meet and adjourn as it thinks proper.  
(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of that committee present, and in case of an equality of votes, the chairman of that meeting shall have a second or casting vote.
62. All acts done by 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.
63. 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 as valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

#### ***Management & Administration***

64. The management and administration of all affairs of the present company including the management and control of all the branches or regional offices or Run-up or under institute and the control and supervision of other activities taken up by company together with all its property of any nature or sort shall rest in the hands of the Board of Directors

#### ***Appointment of Office Bearers***

65. The office bearers if required, may be selected by the Board of Directors in its Meeting from amongst the directors of the Company and or executive committee by majority of votes for a period of **3 years** from the date of their appointment. The outgoing office bearers shall be eligible for re-appointment after the end of their tenure. The office bearers shall comprise of a Chairman, a Treasurer, a Secretary.

#### ***Strength of Office Bearers***

66. The strength of the office bearers shall not be less than 2 (Two) and not more than 5(five). When at any time the total strength of the office bearers stands reduced to less than 3 then the office bearer shall continue to function but shall take necessary steps to maintain the minimum number of 3 at the earliest by following method of appointment of office bearers hereinbefore. Subject to the provisions of the articles herein, the Board may from time to time at its meeting increase or decrease its strength of office bearers as above.

#### ***Sources of Income of Company***

- (i) Admission fees,
- (ii) Interest on Securities & Investments,
- (iii) Donations, FCRA Donations, CSR Donations,
- (iv) Special Contributions,
- (v) Sponsorship,
- (vi) Government grants & subsidies,
- (vii) Semi Government grants & subsidies,
- (viii) Any other form.
- (ix) Income from objects of the trust.

All the income of the company received from all the sources shall be utilized for the administration of the company and for promotion and upliftment of the Aims and Objects of the company.

In absence of specific direction from the donor, the Board shall have power to decide any donation to be a voluntary donation or corpus donation from time to time. In case of specific direction from donor and its end use it shall only be utilized as per his direction.

#### ***Financial Year***

67. The financial year of the company shall start from the 1<sup>st</sup> day of April to 31<sup>st</sup> Day of March, every year or as may be decided by Government of India or any such Competent Authority from time to time.

#### ***Intellectual Property Rights***

68. All the Intellectual Property Rights ("IPRs") of the Company shall be owned /licensed/permitted to be used by the Company as it deems fit and proper at its sole, absolute and exclusive discretion.

#### ***Audit***

69. The accounts of the company shall be audited by a qualified auditor (chartered accountant)

appointed by Board.

### ***Bye- Laws***

- 70.** The Board, if required, may frame Bye-laws for functioning of the company.

### ***Interpretation***

- 71.** The interpretation of the articles and the construction and effect rests with the Board and any ruling, decision, conclusion, determination, adjudication by the Board shall be at its sole and absolute discretion and shall be final, binding and effective on all members so far as it concerns any alterations, extensions or abridgements of the purposes of the company or any clauses of the Memorandum of Association, the provisions of the Companies Act 2013 or any law for the time being in force.



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

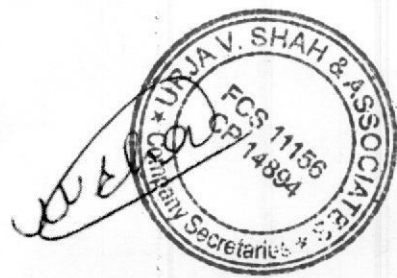
- 72.** Subject to the provisions of the Act:
- (i) A chief executive officer, manager, company secretary or chief financial officer not being member may be appointed by the Board for such term, at such remuneration and upon such conditions as it thinks fit; and any chief executive officer, manager, company secretary or chief financial officer not being member so appointed may be removed by means of a special resolution of the Board.
  - (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

### ***The Seal***

- 73.** (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 authorized 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.

We, the several persons, whose names, addresses and descriptions are hereunder subscribed, are desirous of being formed into a Company not for profit in pursuance of this Articles of Association.

Name, Address, Description and Occupation of Subscribers	Signature of Subscribers	Signature of Witness and his Name, Address, Description and Occupation
<p><b>1. SAMEER ADHIKARI S/O ABDUL RAZZAK ADHIKARI</b></p> <p>ADD: NEAR BEST QUARTER ROOM NO.1, PATHAN CHAWL, GAON DEVI ROAD, GHATKOPAR WEST S.O, MUMBAI, MAHARASHTRA -400086</p> <p>OCCUPATION: BUSINESS NATIONALITY: INDIAN</p> <p>PAN NO.: AGUPA4696C MOBILE NO.: 9004127224 EMAIL ID: sameeradhikarisms@gmail.com</p>	 <p>SIGN: <i>Adhikari</i></p>	<p>WITNESS TO ALL CS URJA SHAH D/O VIJAY SHAH (PRACTICING COMPANY SECRETARY) ADD: OFFICE NO. 101/A, KEVAL TOWERS, OPP VODAFONE STORE, LIBERTY GARDEN, MALAD WEST, MUMBAI 400064</p> <p>I WITNESS TO SUBSCRIBERS, WHO HAVE SUBSCRIBED AND SIGNED IN MY PRESENCE AT PLACE: MUMBAI ON DATE : 13-03-2023</p>
<p><b>2. FAREED ABDUL QADIR DALVI S/O ABDUL QADIR M JAFFAR DALVI</b></p> <p>ADD: AT POSR BARAPADA, TALUKA PANVEL, JILHA RAIGARH, MAHARASHTRA -410221</p> <p>OCCUPATION: BUSINESS NATIONALITY: INDIAN</p> <p>PAN NO.: BIVPD2006D MOBILE NO.: 8928195480 EMAIL ID: fareed_dalvi66@yahoo.in</p>	 <p>SIGN: <i>Dalvi</i></p>	<p>FURTHER I HAVE VERIFIED HIS OR THEIR IDENTITY DETAILS FOR THEIR IDENTIFICATION AND SATISFIED MYSELF OF THEIR IDENTIFICATION PARTICULARS AS FILLED IN</p>



PLACE: MUMBAI  
DATE: 13-03-2023