



भारत सरकार
Unique Identification Authority of India

नामांकन क्रम / Enrollment No. : 1028/43006/00261

24/11/2013
To
Abhijit Mukherji
अभिजीत मुखर्जी
S/O: Ajit Mukherji
Flat No. - 205, Apurva Apartment
Shivaji Path, Yarpur
Patna
Phulwari
Patna G.p, Patna
Bihar - 800001
9334259228



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आपका आधार क्रमांक / Your Aadhaar No. :

7821 5213 9020

आधार - आम आदमी का अधिकार



अभिजीत मुखर्जी
Abhijit Mukherji



जन्म तिथि DOB: 01/12/1961
पुरुष / Male

7821 5213 9020



आधार - आम आदमी का अधिकार

Abhijit Mukherji

Letter No. ~~222/17~~

OFFICE OF THE STATE FIRE OFFICER-CUM-DIRECTOR, BIHAR, PATNA

From

Upendra Prasad Singh,
State Fire Officer,
Bihar, Patna

To,

Mr. Shalish Ranjan,
Emp. No. - EFB/19/16,
Boring Canal Road,
Near Devi Asthan, Anandpur, Patna-1.

Patna Dt. 15.10.2017

Sub:-

The views regarding proposed fully residential building of below 15 mtr. in height to be constructed at Mauza- Isopur, Dist- Patna.

Sir,

Please refer to your letter no. - E.S.R. - N.O.C. (032A) 2017 dt. - 09/08/2017 through which this aforesaid plan has been sent to us for examination, which was examined by the Fire Service committee.

During examination of the plan it was found that a G+3 (Total B/U area-2494.12 Sqmtr.), fully residential building, shall be constructed on 20 feet wide road belongs to Dr. Md. Irfan Alam, S/O- M.A. Rashid & others, on having Plot no.- 4172, Society Plot no.-46,47,48,49,48A, Khat no.-1138, Taula no.-5212, Thana no.-35 at Mauza- Isopur, Dist- Patna.

We clear the plan after giving following advice/suggestions/ recommendations based on NBC guidelines, local building by laws & the local circumstances which must be followed by the concerned Architect / Developer / Land owner as the case may be.

i) Construction:-

- The whole construction of the proposed building shall be carried out as per approved plan drawing conforming the relevant building rules of local Municipal Corporation as per Building Bye laws Bihar, 2014.
- The floor area exceeds 750 m² shall be suitably compartmented by separation wall up to ceiling level having at least two hours fire resisting capacity.
- The interior finish decoration of the building shall be made of low flame spread materials conforming I.S. specifications.
- Provision of ventilation at the crown of the central core duct of the building shall be provided.
- Arrangements shall have to be made for sealing all the vertical ducts by the materials of adequate fire resisting capacity.

ii) Open Space & Approach:-

- The open space surrounding the building shall conform the relevant building rules.
- The approach roads shall be sufficiently strong to withstand the load of Fire Engine weighing up to 20 MT.
- The width and height of the access gates into the premises shall not be less than 4.5 M and 5M respecting abutting the road.

iii) Stair Case:-

- The Staircase of the building shall be enclosed type. Entire construction shall be made of brick / R.C.C. type having fire resisting capacity not less than 4 hours respectively marked in the plan.
- The Staircase of the building shall have permanent vents at the top equal to 5% of the cross sectional area of the staircase enclosures and openable sashes at each floor level equal to 15% of the said cross section are shall have to be provided in the external wall of the building.
- All the Staircase of the building shall be negotiable to each other in each floor without entering into any room and shall be extended up to respective terrace. The roof of the Stair wall shall be 1M above the surrounding roof area.
- The width of the Staircases and corridor and travel distance of different categories of occupancies shall have to conform the relevant building rules.
- In case of two staircase, one must be on outer wall.
- Both staircase are not went down to basement floor, for approach to basement, there should be another staircase for approach.

The Lift enclosure of the building shall be at least two hours Fire resisting and shall be marked in the plan with the event at top of area not less than 0.2 m². The lift of the building shall be designed at high speed "Fire Lift" and conspicuously indicated marked in the plan.

- c) In case of failure of normal electric supply, it shall automatically trip over to alternate supply. For apartment houses these change over of supply could be done through manually operated change over switch. Alternatively, the lift shall be so wired that in case of power failure, it comes down at the ground level and comes to stand still with door open.
- d) Arrangement shall be provided for extraction of smoke in all the lift shaft by incorporation smoke venting system designed to permit 30 Air changes per hour in case of Fire and shall be of such design as to operate on actuation of sprinkler or Fire Alarm. In case of failure of normal electric supply it shall automatically trip to alternate supply.
- e) All other requirements shall conform the I.S. specification including the communication facility in the lift cars connecting with the Fire Control Room of the building.
- f) That active Fire protection system such as down comer system with landing valve and hose reel at each floor incorporated with 450 LPM pump at Terrace level, ISI marked Fire extinguishers as per relevant specification & I.S. 2190/1992, F.P. check door, manual call alarm point, Fire safety luminescent sign & other Fire precautionary measures as mentioned in NBC be provided before occupancy.
- g) That an underground water static tank of not less than 20,000 Ltrs. capacity with automatic refilling arrangements preferably on front side where Fire Brigade vehicles can reach easily & overhead water static tank of not less than 10,000 Ltrs. Capacity should be made available before occupancy.
- h) That the internal finishing shall be non-combustible or class - I surface spread of flame.
- i) That electric cables must be shield at each floor with luminescent coating.
- j) That Fire exit drill be carried out regularly at least twice in a year after occupation.
- k) That the building must be constructed on at least 20 feet wide road and it is responsibility of the concerned Architect to ensure the road width because he is the passing authority.
- l) That AMC should be given to a qualified firm or person for the maintenance of above recommended Fire equipments.
- m) That the setback shall be checked by the Architect / Passing authority as per the established rule. If any thing wrong, the Architect / Passing authority shall be held responsible.
- n) It is hereby made clear that in case of any legal dispute arising in future, in which above recommendations have not been complied, the responsibility will fall entirely upon the Developers/ Architect/ Landowner as the case may be and not on the recommending Govt. authority (i.e. the office of the State Fire Officer, Bihar).
- o) It is hereby made also clear that this office (i.e. the office of the State Fire Officer cum-Director, Bihar, Patna) is not responsible for any legal dispute of the land upon which the proposed building shall be constructed.

This shall be treated as provisional. On compliance of all the above Fire and Life Safety recommendations, this office shall be approached for necessary inspection and testing of the installation. Final in favor of the occupancy shall be issued on being satisfied with the tests and performances of safety aspects of installation of the building.

N.B. - Any deviation and changes the nature of use of the building in respect of the approved plan drawing without obtaining prior permission from this office, this provisional will be treated as cancelled.

The maps are being returned with sign and stamp.

Encl - As Above

Yours faithfully,

8/13/5/12
(Upt. Mr. Prasad Singh)
In-ct. Patna

472
17

भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

Abhijit Mukherji

Flat no - 205, Apurva Apartment
shivaji path, yarpur Patna Bihar
800001

Date: 08-09-2017

Valid Upto: 07-09-2025

No Objection Certificate for Height Clearance

1. This NOC is issued by Airports Authority of India (AAI) in pursuance of responsibility conferred by and as per the provisions of Govt. of India (Ministry of Civil Aviation) order GSR751 (E) dated 30th Sep. 2015 for Safe and Regular Aircraft Operations.

2. This office has no objection to the construction of the proposed structure as per the following details:

NOC ID :	PATN/EAST/B/090317/244184
Applicant Name*	Abhijit Mukherji
Site Address*	Isopur, Thana No.- 35, Plot No.- 4172, Phulwari/Isopur/Patna, Patna, Bihar
Site Coordinates*	85 04 0.2-25 34 23.9, 85 04 0.3-25 34 24.4, 85 04 1.1-25 34 23.7, 85 04 1.2-25 34 24.3,
Site Elevation in mtrs AMSL as submitted by Applicant*	52.5 M
Permissible Top Elevation in mtrs Above Mean Sea Level (AMSL)	73.5M

*As provided by applicant

3. This NOC is subject to the terms and conditions as given below:

a. Permissible Top elevation has been issued on the basis of Site coordinates and Site Elevation submitted by Applicant. AAI neither owns the responsibility nor authenticates the correctness of the site coordinates & site elevation provided by the applicant. If at any stage it is established that the actual data is different, this NOC will stand null and void and action will be taken as per law. The office in-charge of the concerned aerodrome may initiate action under the Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules, 1994"

b. The Structure height (including any superstructure) shall be calculated by subtracting the Site elevation in AMSL from the Permissible Top Elevation in AMSL i.e. Maximum Structure Height = Permissible Top Elevation minus (-) Site Elevation.

c. The issue of the 'NOC' is further subject to the provisions of Section 9-A of the Indian Aircraft Act, 1934 and any notifications issued there under from time to time including the Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules, 1994.

क्षेत्रीय मुख्यालय पूर्वी क्षेत्र, नेताजी सुभाष चन्द्र बोस अंतराष्ट्रीय हवाई अड्डा - 700052 दूरभाष संख्या: 91-33-2511 9 616

Regional headquarter Eastern Region, Netaji Subhash Chandra Bose International Airport - 700052, Tel : 91-33-25119616



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

- e. Only use of oil fired or electric fired furnace is permissible, within 8 KM of the Aerodrome Reference Point.
- f. The certificate is valid for a period of 8 years from the date of its issue. One time revalidation without assessment may be allowed, provided construction work has commenced, subject to the condition that such request shall be made within the validity period of the NOC and the delay is due to circumstances which are beyond the control of the developer.
- g. No light or a combination of lights which by reason of its intensity, configuration or colour may cause confusion with the aeronautical ground lights of the Airport shall be installed at the site at any time, during or after the construction of the building. No activity shall be allowed which may affect the safe operations of flights
- h. The applicant will not complain/claim compensation against aircraft noise, vibrations, damages etc. caused by aircraft operations at or in the vicinity of the airport.
- i. Day markings & night lighting with secondary power supply shall be provided as per the guidelines specified in chapter 6 and appendix 6 of Civil Aviation Requirement Series 'B' Part I Section 4, available on DGCA India website: www.dgca.nic.in
- j. The applicant is responsible to obtain all other statutory clearances from the concerned authorities including the approval of building plans. This NOC for height clearances is to ensure the safe and regular aircraft operations and shall not be used as document for any other purpose/claim whatsoever, including ownership of land etc.
- k. This NOC has been issued w.r.t. the Civil Airports. Applicant needs to seek separate NOC from Defence, if the site lies within their jurisdiction.
- l. In case of any discrepancy/interpretation of NOC letter, English version shall be valid.
- m. In case of any dispute w.r.t site elevation and/or AGL height, top elevation in AMSL shall prevail.

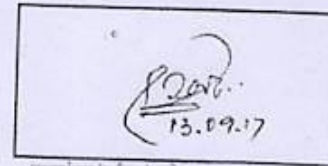
Chairman NOC Committee

Region Name: EAST

Address: General Manager Airports
Authority of India, Regional
Headquarter, Eastern Region,
N.S.C.B.I Airport,
Kolkata-700052

Email ID: gmatmer@aai.aero

Contact No: 033-25111293



सहायक (प्रशासन) प्रमुख/Gen. Mgr (P&A)
भारतीय विमानपत्तन प्राधिकरण
A.A.I., N.S.C.B.I. Airport
कोलकाता/Kolkata-700052

क्षेत्रीय मुख्यालय पूर्वी क्षेत्र, नेताजी सुभाष चन्द्र बोस अंतराष्ट्रीय हवाई अड्डा - 700052 दूरभाष संख्या: 91-33-2511 9 616
Regional headquarter Eastern Region, Netaji Subhash Chandra Bose International Airport - 700052, Tel : 91-33-25119616

July (N. Bhattacharya)
08/09/17

THE COMPANIES ACT, 2013
[PRIVATE COMPANY LIMITED BY SHARES]

OF

Memorandum of Association

&

Article of Association

OF

ABIDA ENGICON PRIVATE LIMITED

The PAN of the company is AAQCA5623A

The TAN of the company is PTNA04808G

MOA language: ☒ English ☐ Hindi

SRN of RUN

G76354398

Pre-fill

* Table applicable to company as notified under schedule I of the companies Act, 2013

A

Table A- MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

1. The Name of the Company is

ABIDA ENGICON PRIVATE LIMITED

2. The Registered office of the company will be situated in the state of

Bihar-BR

3.(a) The objects to be pursued by the company on its incorporation are

To carry on the business of Colonizers, builders, contractors, constructors, planers, engineers, manufactures, fabricators, developers of lands, buildings, towns, industrial complexes, Residential Complexes, factories, industries, tenements, roads, docks, sewers, pipelines, drainage, sanitary and sanitary wares, embankments dams pillboxes for the use of the company or on contract, for rent, or on lease or on outright sale on cash payments or on hire purchase or on lease or in any manner, and as well to repair, build erect, alter remodel or to undertake such or any other activity conducive to building or building schemes and all such as building enumerated above buildings.

3.(b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. To enter into agreements, franchise agreement and contracts with Indian or Foreign individuals, firms or companies for technical, financial or other assistance or collaboration for carrying on all or any of the objects of the Company.

2. To apply for, purchase or otherwise acquire any trademarks, copy rights, patents, licenses, concessions and the like, concerning any exclusive or non-exclusive or limited rights of any kind which may appear to be necessary or convenient for the business of the Company and to purchase or otherwise acquire any information as to any invention which may seem capable of being used for any of the purposes of the Company.

3. To acquire and take over the whole or any part of the Business, Goodwill, Property and Liabilities of any person or persons, Firm, Corporation or Undertaking, either existing or new engaged in any Business which the Company is authorized to carry on and to pay for the same either in cash or in shares or partly in cash and partly in shares.

4. To amalgamate, enter into partnership or make any arrangements for sharing profits, co-operation, joint venture or reciprocal concession, with any individual person or Company carrying on or engaged in or about to carry on with similar or identical objects.

5. To sell, lease or otherwise dispose of the undertaking of the Company or any part thereof as the Company may deem fit.

6. To purchase, take on lease or in exchange, hire, construct or otherwise acquire any movable or immovable properties or any rights or privileges, which the Company may think necessary or convenient for the purpose of its business.

7. To subscribe or contribute or otherwise to assist or to grant money to charitable, benevolent, religious, scientific, national, public or any other useful institutions, objects or purposes or for any exhibition.

8. To pay out of the Company's funds the costs and expenses incurred in connection with all matters preliminary and incidental to the formation, promotion and incorporation of this Company and the costs and expenses incurred in connection with all matters preliminary and incidental to the formation and incorporation of any Company which may be promoted by this Company and to remunerate any

To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in India and in any or all states, territories, possessions and dependencies thereof and in any or all foreign countries, and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.

To do all and everything necessary suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporate bodies, firms, or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of, connected with the aforesaid business or powers, or any parts thereof, provided the same be not inconsistent of the Union of India.

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.

The share capital of the company is 4,900,000.00 rupees, divided into,

9,000.00	Equity	shares of	100.00	rupees each	
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☒ 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:

No.

Subscriber Details

Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken		DSC	Dated
TASNEEM RAHMANI, D/O NASIMUR RAHMAN, RESIDENT AT- FLAT NO.-502, CITY HEART APPARTMENT, BUDH MARG, PATNA-800001 [BIHAR], OCCUPATION- [BUSINESS]	01952410	1000	Equity	TASNEEM RAHMANI Digitally signed by TASNEEM RAHMANI Date: 2018.02.24 17:53:31 +05'30'	24/02/18
SAVITRI SINGH, D/O KEDAR TIWARY, RESIDENT AT- 133KA, ALKA COLONY, SANDALPUR, ANCHAL-PATNA SADAR, PATNA-800006 [BIHAR], OCCUPATION- [BUSINESS]	01831239	1000	Equity	SAVITRI SINGH Digitally signed by SAVITRI SINGH Date: 2018.02.24 17:54:03 +05'30'	24/02/18
ABHIJIT MUKHERJI, S/O AJIT MUKHERJI, RESIDENT AT- FLAT NO.-205, APURBA APARTMENT, YARPUR, PATNA-800001 [BIHAR], OCCUPATION- [BUSINESS]	01781912	1000	Equity	ABHIJIT MUKHERJI Digitally signed by ABHIJIT MUKHERJI Date: 2018.02.24 17:54:28 +05'30'	24/02/18
Total Shares taken		3,000.00	Equity		

Signed before Me

Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated
FCA KUNAL KUMAR JHA	GRAND CHANDRA PREMISES, NEAR C.P. THAKUR MKT. COMPLEX, FRASER ROAD, PATNA-800001 [BIHAR] OCCUPATION- PRACTICING CHARTERED ACCOUNTANT	516948	KUNAL KUMAR JHA Digitally signed by KUNAL KUMAR JHA Date: 2018.02.24 17:56:28 +05'30'	24/02/18

Modify

Check Form

AOA language ☒ English ☐ Hindi

SRN of RUN

G76354398

Prefill

Table ☐ F as notified under schedule I of the companies Act, 2013 is applicable to the company

ABIDA ENGICON PRIVATE LIMITED

A COMPANY LIMITED BY SHARES

Article No	Description
	<i>Interpretation</i>
☒	<p>(1) In these regulations -- (a) "the Act" means the Companies Act, 2013, (b) "the seal" means the common seal of the company.</p> <p>(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear 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.</p> <p>(3) The Company is a Private Company within in the meaning of Section 2 (68) of the Companies Act, 2013 accordingly it means a company having a minimum paid-up share capital of one lakh rupees or such higher paid-up share capital as may be prescribed, and which by its articles:-</p> <p>(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:</p> <p>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:</p> <p>Provided further that:-</p> <p>(a) persons who are in the employment of the company; and</p> <p>(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</p> <p>(iii) prohibits any invitation to the public to subscribe for any securities of the company;</p>
	<i>Share capital and variation of rights</i>
☐	<p>Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.</p>
☐	<p>(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, --</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p> <p>(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders</p>

☐	☐	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.
☐	☐	4	(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company. 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.
☐	☐	5	(i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
☐	☐	6	(i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
☐	☐	7	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
☐	☐	8	Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.
			Lien
☐	☐	9	(i) The company shall have a first and paramount lien -- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company; Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
☐	☐	10	The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made -- (a) unless a sum in respect of which the lien exists is presently payable; or (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
☐	☐	11	(i) To give effect to any such sale, the Board may 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.
☐	☐	12	(i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

- | | | | |
|--------------------------|--------------------------|----|--|
| ☐ | ☐ | 13 | (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:
Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

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

(iii) A call may be revoked or postponed at the discretion of the Board. |
| ☐ | ☐ | 14 | A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments. |
| ☐ | ☐ | 15 | The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. |
| ☐ | ☐ | 16 | (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part. |
| ☐ | ☐ | 17 | (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. |
| ☐ | ☐ | 18 | The Board --
(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

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

Transfer of shares

- | | | | |
|--------------------------|--------------------------|----|---|
| ☐ | ☐ | 19 | (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. |
| ☐ | ☐ | 20 | The Board may, subject to the right of appeal conferred by section 58 decline to register --
(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
(b) any transfer of shares on which the company has a lien. |
| ☐ | ☐ | 21 | The Board may decline to 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. |
| ☐ | ☐ | 22 | On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

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

Transmission of shares

23

(i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominees 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.

24

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

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

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

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

(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.

25

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

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

26

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

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

Forfeiture of shares

27

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.

The notice aforesaid shall --

28

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

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

29

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

30

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

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

31

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

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

(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

32	may execute a transfer of the share in favour of the transferee.
	(iii) The transferee shall thereupon be registered as the holder of the share; and
	(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
33	The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
<i>Alteration of capital</i>	
34	The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
	Subject to the provisions of section 61, the company may, by ordinary resolution, --
35	(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.
	Where shares are converted into stock, --
36	(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
	(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
	(c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
37	The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --
	(a) its share capital;
	(b) any capital redemption reserve account; or
	(c) any share premium account.
<i>Capitalisation of profits</i>	
	(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 being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and
	(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions
38	(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards --
	(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
	(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, and amongst such members in the proportions aforesaid;
	(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

Voting rights

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

- 48 (a) on a show of hands, every member present in person shall have one vote; and
(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
- 49 A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- 50 (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 51 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- 52 Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- 53 No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
- 54 (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

- 55 The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a 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.
- 56 An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
- 57 A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

- 58 The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.
The first Directors of the Company shall be:-
a. TASNEEM RAHMANI, D/O NASIMUR RAHMAN
b. SAVITRI SINGH, D/O KEDAR TIWARY
c. ABHIJIT MUKHERJI, S/O AJIT MUKHERJI
- 59 (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them --
(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
(b) in connection with the business of the company.
- 60 The Board may pay all expenses incurred in getting up and registering the company.
- 61 The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

☐	☐	62	All cheques, promissory notes, drafts, hundis, bills of exchange and receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
☐	☐	63	Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
☐	☐	64	(i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
			Proceedings of the Board
☐	☐	65	(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
☐	☐	66	(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
☐	☐	67	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
☐	☐	68	(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
☐	☐	69	(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
☐	☐	70	(i) A committee may elect a Chairperson of its meetings. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
☐	☐	71	(i) A committee may meet and adjourn as it thinks fit. (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
☐	☐	72	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
☐	☐	73	Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☐	74	Subject to the provisions of the Act, -- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

			(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer
☐	☐	75	A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
			<i>The Seal</i>
☐	☐	76	(i) The Board shall provide for the safe custody of the seal. (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			<i>Dividends and Reserve</i>
☐	☐	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
☐	☐	78	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
☐	☐	79	(i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit. (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve
☐	☐	80	(i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares. (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
☐	☐	81	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
☐	☐	82	(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
☐	☐	83	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
☐	☐	84	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
☐	☐	85	No dividend shall bear interest against the company.
			<i>Accounts</i>

☐	☐	86	<p>(i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.</p> <p>(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.</p>
			<i>Winding up</i>
☐	☐	87	<p>Subject to the provisions of Chapter XX of the Act and rules made thereunder --</p> <p>(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.</p> <p>(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.</p> <p>(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</p>
			<i>Indemnity</i>
☐	☐	88	<p>Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.</p>

Subscriber Details

S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	TASNEEM RAHMANI,D/O NASIMUR RAHMAN,RESIDENT AT- FLAT NO.-502, CITY HEART APPARTMENT, BUDH MARG,PATNA-800001 [BIHAR], OCCUPATION- [BUSINESS]	01932410	PATNA	TASNEEM RAHMANI Digitally signed by TASNEEM RAHMANI Date: 2018.02.24 17:44:20 +05'30'	24/02/2018
2	SAVITRI SINGH,D/O KEDAR TIWARY,RESIDENT AT - 133KA,ALKA COLONY,SANDALPUR,ANCHAL-PATNA SADAR,PATNA-800006[BIHAR], OCCUPATION- [BUSINESS]	01831239	PATNA	SAVITRI SINGH Digitally signed by SAVITRI SINGH Date: 2018.02.24 17:46:01 +05'30'	24/02/2018
3	ABHIJIT MUKHERJI,S/O AJIT MUKHERJI,RESIDENT AT -FLAT NO.-205, APURBA APARTMENT,YARPUR, PATNA-800001[BIHAR],OCCUPATION- [BUSINESS]	01781912	PATNA	ABHIJIT MUKHERJI Digitally signed by ABHIJIT MUKHERJI Date: 2018.02.24 17:46:01 +05'30'	24/02/2018

Signed Before Me

Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
FOA KUNAL KUMAR JHA	GRAND CHANDRA PREMISES, NEAR C.P. THAKUR MKT. COMPLEX, FRASER ROAD, PATNA-800001 [BIHAR] OCCUPATION- PRACTICING CHARTERED	516948	PATNA	KUNAL KUMAR JHA Digitally signed by KUNAL KUMAR JHA Date: 2018.02.24 17:46:01 +05'30'	24/02/2018

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