THE COMPANIES ACT, 2013

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

UMAR FAROOQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

UMAR FAROOQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

1st The name of the company is **UMAR FAROOQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED**

2nd The Registered Office of the company will be situated in the State of Bihar of India.

3rd (a) The objects to be Pursued by the Company on its incorporation are;

To carry on business as civil and military contractors, construction of bridge, building, road, canal, dams, water supply, plumbing tube well, builders and contractors to manufacture, fabricate, produce or otherwise, acquire all kinds of building materials, sitting appliances, equipment's or the contract work under taken and to be carried out and import, export, buy sell supply on turnkey basis or otherwise deal in all such things and materials and to carry on in India or elsewhere the business of civil, electrical and any other type of contracts business in various states Central Government departments, public sector.

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

1. To buy all kinds of plant, equipment, machinery, apparatus, tools, utensils, commodities, substances, articles and things necessary or useful for carrying on the objects of the Company.

2. To enter into agreement with any company or persons for obtaining by grant of license or on such other terms of all types, formulae and such other rights and benefits, technical information, know-how and expert guidance and equipment and machinery and things mentioned herein above and to arrange

facilities for training of technical personnel by them.

3. To establish, provide, maintain and conduct or otherwise, subsidies research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on with all scientific and technical research, experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing, subsidizing, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing the remuneration to scientific and technical professors and teachers and to award, scholarships, prizes, grants and bursaries to students and to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist the objects of the Company.

4. To acquire by concession, grant, purchase, license or otherwise either absolutely or conditionally and either alone or jointly with others land, buildings, machinery, plants, utensils, works, conveniences and such other movable and immovable properties of any description and any patents, trademarks, concessions, privileges, brevets, invention, licenses, protections and concessions conferring any exclusive or limited rights to any inventions, information which may seem necessary for any of the objects of the Company and to construct, maintain and alter any building or work, necessary or convenient for the business of the Company and to pay for such land, buildings, works, property or rights or any such other property and rights purchased or acquired by or for the Company by shares, debentures, debenture stock, bonds or such other securities of the Company or otherwise and manage, develop or otherwise dispose of in such manner and for such consideration as may be deemed proper or expedient to attain the main objects of the Company.

5. Subject to the provisions of the Companies Act, 2013 to amalgamate with any other Company having

objects altogether or in part similar to those of this Company.

6. To enter into any arrangement with any Government or Authorities Municipal, local or otherwise or any person or company in India or abroad, that may seem conducive to the objects of the company or any of them and to obtain from any such Government, Authority persons or company any rights, privileges, charters, contracts, licenses and concessions including in particular rights in respect of waterways, roads and highways, which the Company may carry out, exercise and comply therewith.

7. To apply for and obtain any order of Central/State or such other Authority for enabling the Company to carry on any of its objects into effect or for effecting any modifications of the Company's constitution or any other such purpose, which may seem expedient and to make representations against any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-venture, reciprocal concessions or otherwise with any person, or company carrying on or engaged in any business or transaction which this Company is authorized to carry on.

8. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any company, firms or person carrying on business which this Company is authorized to carry on or is possessed of rights suitable for the objects of this Company.

9. To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others and to do all such other things as are incidental or as may be conducive to the attainment of the objects or any of them.

10. To promote, form and register, aid in the promotion, formation and registration of any company or companies, subsidiary or otherwise for the purpose of acquiring all or any of the properties, rights and liabilities of this Company and to transfer to any such company any property of this company and to be interested in or take or otherwise acquire, hold, sell or otherwise dispose of shares, stock, debentures and such other securities of all types in or of any such company, subsidiary or otherwise for all or any of the objects mentioned in this Memorandum of Association and to assist any such company and to undertake the management and secretarial or such other work, duties and business on such terms as may be arranged.

11. To open accounts with any bank or financial institution and to draw make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy the same.

12. Subject to the provisions of the Companies Act, 2013 including the rules and regulations made therein and the directions issued by Reserve Bank of India to borrow, raise or secure the payment of money or to receive money as loan, at interest for any of the objects of the company and at such time or times as may be expedient, by promissory notes, bills of exchange, hundies, bills of lading, warrants or such other negotiable instruments of all types or by taking credit in or opening current accounts or over-draft accounts with any person, firm, bank or company and whether with or without any security or by such other means, as may deem expedient and in particular by the issue of debentures or debenture stock, perpetual or otherwise and in security for any such money so borrowed, raised or received and of any such debentures or debenture stock so issued, to mortgage, pledge or charge the whole or any part of the property and assets of the Company both present and future, including its uncalled capital, by

special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided that the Company shall not carry on the business of banking within the meaning of the Banking Regulation Act, 1949.

13. To advance money not immediately required by the Company or give credit to such persons, firms or companies and on such terms with or without security as may seem expedient and in particular to customers of and such others having dealings with the Company and to give guarantees or securities of any such persons, firms, companies as may appear proper or reasonable provided that the Company shall not carry on the business of banking, within the meaning of Banking Regulation Act, 1949 To improve alter, manage, develop, exchange, mortgage, enfranchise and dispose of, any part of the land, properties, assets and rights and the resources and undertakings of the Company, in such manner and on such terms as the Company may determine.

14. To remunerate any person or company, for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business, subject to the provisions of the Companies Act, 2013.

15. To create any depreciation fund, reserve fund, sinking fund, provident fund, super-annuation fund or any other such special fund, whether for depreciations, repairing, improving, extending or maintaining any of the properties and assets of the Company or for redemption of debentures or redeemable preference shares, worker's welfare or for any other such purpose conducive to the interest of the Company.

16. To provide for the welfare of employees or ex-employees (including Directors and other officers) of the Company and the wives and families or the dependents or connections of such persons, by building or contributing to the building of houses, or dwellings or chawls or by grants of money, pensions, allowances, bonus or other such payments

or be creating and from time to time, subscribing or contributing to provident fund and other associations, institutions, funds or trusts, and/or by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and such other attendances and assistance as the Company shall determine.

17. To undertake and execute any trusts, the undertaking of which may seem desirable, either gratuitously or otherwise, for the attainment of the main objects of the Company.

18. To procure the incorporation, registration or such other recognition of the Company in the Country, State or place outside India and to establish and maintain local registers and branch places of the main business in any part of the world.

19. To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising over the internet or any other electronic media and also in print media in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards or organizing exhibitions.

20. The company would obtain approval of the concerned authorities to carry on the objects of the company and the matters which are necessary for furtherance of the objects of the Company as given in this memorandum of association wherever required.

4th 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.

5th The Share Capital of the Company is Rs.1,000,000/- (Rupees Ten Lac only) comprising of 10,000/- (Ten thousand) Equity Shares of Rs.100/- each (Rupees Hundred only).

S.No.	Subscriber Details					
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken		DSC	Dated
1	NAME - MOHAMMAD ABUZAFAR S/O - MOHAMMAD FAROOQUE AHMAD ADD - S/O MD. FAROOQUE AHMAD, 38, VILL- JHAMTA, VIA-MAHESHI, MANAUR,DISTT. - SAHARSA – 852216 (BIHAR)	06735252	2500	Equity	MOHAMMAD ABUZAFAR	13/07/18
2	NAME - NAVROZ ALAM S/O - MOHD RAFI ADD - S/O MD. RAFI, 60C, CHHOTI KHAGAUL, RAHMANIYA LANE, NEAR JAMA MASJID, DINAPUR-CUM-KHAGAUL, DISTT. - PATNA – 801105 (BIHAR)	AICPA9895M	2500	Equity	NAVROZ ALAM	13/07/18
	Total Shares taken		5,000.00	Equity		

Signed before Me

Name		Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated
ACA	BASANT KUMAR JAISWAL	CHOWK SHIKARPUR, PATNA CITY, PATNA - 800009 (BIHAR)	423888	BASANT KUMAR JAISWAL Digitally signed by BASANT KUMAR JAISWAL Date: 2018.07.13 22:29:15 +05'30'	13/07/18

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(THE COMPANIES ACT, 2013)

(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION

OF

UMAR FAROOQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

UMAR FAROOQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

Interpretation

I. (1) In these regulations -

a) "the Act" Means the Companies Act, 2013 ;

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

(2) Unless the context otherwise requires, words or expressions contained in 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.

Share capital and variation of rights

II. 1. Subject to the provisions of the Act and there 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 time as they may from time to time think fit.

2. (1) 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.

UMAR FAROOQ CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

PRIVATE COMPANY

4. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and it means a Company having a minimum paid-up share capital of Rs. 1 lac or such higher paid-up capital as may be prescribed, and which by its articles-

i) restricts the right to transfer its shares;

ii) limits the number of its members to 200.

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

Provided further that-

a) persons who are in the employment of the Company; and
b) persons who, having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased,

shall not be included in the number of members; and

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

SHARE CAPITAL

5. Authorized share capital

The Authorised Share Capital of the Company is 1,000,000.00 (Rupees Ten Lac) divided into 10,000 equity shares of 100.00 (Rupees Hundred each) with such rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being, with power to increase and decrease the capital of the Company and to divide the shares in capital for the time being into several classes and to attach thereto respectively, such preferential rights, privileges or conditions as may be determined by or in accordance with the Articles of the Company for the time being and to modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act or provided by the Articles of the Company for the time being.

6. Redeemable preference share

The Company may subject to the applicable provisions of the Act, issue the said preference shares as cumulative Redeemable Preference Shares (Redeemable Preference shares) and/or cumulative partly/fully convertible Preference shares (Convertible Preference Shares) and in such proportion as may be decided by the Company at the time of issue thereof, and the same shall have such rights, privileges and conditions attaching thereto as the Company may decide in this behalf.

SHARES & CERTIFICATES

7. Allotment of shares

a) Subject to the provisions of these articles, shares in the capital of the Company for the time being shall be under the absolute control of the Board of Directors who may allot or otherwise dispose off the same or any of them to such persons on such terms and conditions and at such times and either at a premium or at par or subject to the provisions relating to discount as provided in the Act and as the Board may think fit.

b) Notwithstanding anything contained in this Article, where securities are dealt with in a Depository, the Company shall intimate the details of allotment of securities to Depository immediately on allotment of such Securities.

8. Register and Index of Members

The Company shall cause to be kept at its Registered Office or at such other place as may be decided, Register and Index of members in accordance with the applicable provisions of the Act and the Depositories Act, 1996 with details of shares held in physical and dematerialized forms or in any media as may be permitted by law including in any form of electronic media. The Register and index of beneficial owners maintained by a Depository under the applicable provisions of the Depositories Act, 1996 shall also be deemed to be the Register

UMAR PROJECT CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

and index of members for the purpose of this Act. The Company shall have the power to keep in any state or country outside India, a Register of Members for the residents in that state or country.

9. Nomination/ Transfer of Shares in name of nominee:

a) Every share holder or debenture holder of the Company, may at any time, nominate a person to whom his shares or debentures will vest in the event of his death in such manner as may be prescribed under the Act.

b) Where the share or debentures of the Company are held by more than one person jointly, joint holders may together nominate a person to whom all the rights in the shares or debentures, as the case may be, shall vest in the event of death of all the joint holders in such manner as may be prescribed under the Act.

c) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, where a nomination made in the manner aforesaid purports to confer on any person the right to vest the shares or debentures, the nominee shall, on the death of the share holder or debenture holder or, as the case may be, on the death of the joint holders, become entitled to all the rights in such shares or debentures or, as the case may be, all the joint holders, in relation to such shares or debentures, to the exclusion of all other persons, unless the nomination is varied or cancelled in the manner as may be prescribed under the Act.

d) Where the nominee is a minor, it shall be lawful for the holder of the shares or debentures, to make the nomination to appoint any person to become entitled to shares in, or debentures of the Company in the manner prescribed under the Act in the event of his death during minority.

e) A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either:
(i) To register himself as holder of the share or debenture, as the case may be or
(ii) To make such transfer of the shares and/or debentures as the deceased shareholder or debenture holder, as the case may be, could have made.

iv) If the nominee elects to be registered as holder of the shares, or debentures, himself, as the case may be, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased shareholder or debenture holder, as the case may be.

v) A nominee shall be entitled to the share dividend/interest and other advantages to which he would be entitled if he were the registered holder of the shares or debentures, provided that he shall not, before being registered as a member, be entitled to exercise any right conferred by membership in relation to meeting of the Company.

Provided further that the Board may, at any time, give notice, require any such person to elect either to be registered himself or transfer the shares or debentures, and if the notice is not complied within ninety days, the Board may

UMAR FAROOQ CONSTRUCTION & DEVELOPERS PVT. LTD.

thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the shares or debentures, until the requirements of the notice have been complied with.

JOINT – HOLDERS OF SHARES

10. Where two or more persons (but not more than three) are registered as the holders of any share, they shall be deemed to hold the same as joint holders with benefits of survivorship subject to provisions following and to the other provisions of these Articles, relating to joint-holders:

a) The Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor of them.

b) The joint-holders of a share shall be liable severally as well as jointly in respect of all calls or payments which ought to be made in respect of such share.

c) On the death of any one of such joint-holders, survivor or survivors shall be the only person or persons recognized by the Company as having any title to or interest in such share but the Directors may require such evidence of death as they may deem fit.

d) Only the person whose name stands first in the Register as one of the joint-holders of any share shall be entitled to the delivery of the certificate relating to such shares as well as to the receipt of dividends or bonus or services of notice and all or any other matter connected with the Company except voting at meetings and the transfer of the shares.

CALLS

11. Directors may make calls.

The Board may, from time to time and subject to the terms on which any share may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution) make such call as it thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and such member shall pay the amount of every call so made on him to the person or persons and at the time and places appointed by the Board. A call may be made payable by installments.

LIEN

12. (a) The Company shall have a first and paramount lien:

(i) On every share (not being fully paid up share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and

(ii) On all shares (not being fully paid up share) standing registered in the name of a single person, for all moneys presently payable by him or his estate to the Company, provided that the Board of Directors

UMAR RAZZAK CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(b) The Company's lien, if any, shall extend to all dividends payable thereon.

FORFEITURE

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

14. If the requirement of any such notice as aforesaid is not complied with, any shares 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 of Directors to that effect.

15. 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 be Company all moneys which at the date of forfeiture, were presently payable by him to the Company in respect of the said share.

16. The liability of such person shall cease as and when the Company shall receive in full such moneys in respect of the said shares.

17. The Company may receive the consideration, if any, given for the Shares on any sale or disposal thereof and may execute transfer of the shares in favour of the person to whom the shares are sold or disposed off.

TRANSFER

18. The Board of Directors may at their absolute discretion decline to register any transfer of shares of debentures in the following cases:

    a) The transfer of shares or debentures to a person who have not been approved by the Board of Directors.

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

19. Subject to provisions of Article 23, Shares or Debentures held by a member or debenture holder as the case may be, may be transferred to his legal heirs or any other existing shareholder or debenture holder of the Company and shall not be transferred to any other person other than those as aforesaid.

20. In case of transfer of all or any part of the shares in or debenture of the Company, to any person or persons excepting those provided in Article 19 above, a transferor shall intimate the Company in writing of his intention to do so, specifying clearly therein the name and address both present and permanent, and description of the proposed transferee and the Company, on receipt of such intimation of the transferor, shall hold meeting of Board of Directors to consider the matter of such transfer, within a period of 60 days from the date of receipt of such intimation letter from the transferor and the Board of Directors shall be at

UMAR FAROOQ CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

liberty either to take in such transferee as a member or debenture holder or arrange the transfer to any member or debenture holder of the Company as the case may be or any other person and in such manner as the Board of Directors may approve and prescribe.

21. The instrument of transfer of any shares in, or debentures of the Company shall be executed both by the transferor and the transferee and the transferor shall remain the holder of the shares or debentures so transferred until the name of the transferee is registered in the Register of Members or in the Register of Debenture Holders.

22. Every instrument of transfer shall be left at the office of the Company along with the original certificate of shares or debentures of the Company to be transferred and the transfer may be registered.

TRANSMISSION

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

INCREASE, DECREASE & ALTERATION OF CAPITAL

24. The Company may be Ordinary Resolution from time to time alter the conditions of the Memorandum of Association as follows:

a) Increase the share capital by such amount, to be divided into share of such amount as may be specified in the resolution.

b) Consolidate and divide all or any of its shares of larger amount than its existing shares.

c) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum, and/or Articles of Association, so however, that in the sub-division, the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced shares is derived; and

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.

25. The Company may, subject to applicable provisions of the Act, and any other consent required under applicable laws, from time to time, by special resolution reduce in any manner:

a) its Share capital

UMAR BAROQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

b) any Capital redemption reserve fund or

c) any share premium account.

26. Notwithstanding anything contained in these Articles, and subject to applicable provisions of the Act, and/or any other applicable laws, the Company may purchase its own shares or other specified securities (hereinafter referred to "buy-back") out of

a) its free reserves or

b) the securities premium account or

c) the proceeds of any shares or other specified securities.

BORROWING POWERS

27. Subject to the provisions of the Act, the Board of Directors may from time to time, by a resolution passed at a meeting of the Board accept deposits or borrow moneys from members, directors or their relatives, either in advance of calls or otherwise and may generally raise and secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by issue of bonds or redeemable debenture stock, or any mortgage or charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

GENERAL MEETING

28. Annual General Meeting

The first Annual General Meeting of the Company shall be held within eighteen months from the date of incorporation of the Company. The next Annual General Meeting of the Company shall be held by the Company within six months after the expiry of each financial year unless an extension of time is obtained from the Registrar of Companies as provided in the Act. Provided that not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next meeting.

29. Notice of meeting

A general meeting of the Company may be called by giving not less than 7 days' notice in writing, which should be sent to the members of the Company entitled to receive such notice, provided however, a General Meeting may be called after giving shorter notice if consent is accorded, in case of Annual General Meeting by all the members entitled to vote thereat and in case of any other meeting, by members of the Company holding not less than 95% of such part of the paid-up share capital of the Company as gives right to vote at the meeting. Accidental omission to give notice to or the non-receipt of such notice by any member shall not invalidate the proceeding held at any General Meeting.

UMAR FAROOQ CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

30. Extra Ordinary General Meeting

a) All General Meetings other than the Annual General Meetings shall be called Extra-Ordinary General Meetings.

b) The Board of Directors may, whenever it thinks fit, call an Extra Ordinary General Meeting.

c) If at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or two members of the Company may call an Extra Ordinary General Meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board of Directors.

31. Chairman

The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company, including Annual General Meetings.

VOTES OF MEMBERS

32. Voting rights of the members shall be:

a) On a show of hands, every member holding equity shares and present in person shall have one vote.

b) On a poll, voting rights of members shall be, in proportion to their holding of shares in the paid-up equity capital of the Company.

33. In case of joint-holders, the vote of the senior who renders a vote, whether in person or by proxy shall be accepted to the exclusion of the vote of the other joint-holders. For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.

34. 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.

PROXIES

35. Restriction to vote/ Proxy to vote on Poll

Any member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his/her proxy to attend and vote in his/her

UMAR FAROOQ CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

stead but a proxy so appointed shall not have any right to speak at the Meeting or to vote except on a poll.

DIRECTORS

36. Number of Directors

Until otherwise determine by a special resolution, the number of Directors of the Company shall not be less than two and more that twelve.

37. First Directors

The persons hereinafter named shall be the first directors of the Company:

I. **MOHAMMAD ABUZAFAR**
II. **NAVROZ ALAM**

38. Additional Director or filling casual vacancy

The Board of Directors shall have the power at any time and from time to time to appoint any person as Director either to fill a casual vacancy or as an Additional Director.

39. Alternate Director

The Board may appoint any person as alternate director to act for a director during his absence for a period of not less than three months from the state in which meeting of the Board are ordinarily held and such alternate director shall ipso facto vacate office if and when the absentee director returns to the state in which meetings of the Board are ordinarily held, or if the absentee director vacates office as a director.

40. Qualification Share

Unless otherwise determined by the Company in a General Meeting, a Director shall not be required to hold any share in the capital of the Company as his qualification.

41. Directors not to retire by rotation

Directors shall not be required to retire by rotation.

42. Remuneration to Director

If a Director, being willing, shall be called upon to perform extra services, or to make any special exertions for any of the purposes of the Company, the Company may remunerate him by monthly payment or by a fixed sum or by a percentage of profit or otherwise and such remuneration may be either in

UMAR FAROOQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

addition to or in substitution for his share in remuneration provided for a Director and also pay him any costs for traveling and other incidental charges as the Company may think fit.

43. Meeting of Directors

At least once in every three months or earlier as may be deemed necessary, the Directors shall meet together for dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.

44. Chairman

The Chairman of the Board of Directors will have to be elected from amongst the Directors.

45. Quorum

The quorum for a meeting of the Board of Directors shall be one third of its total strength or two Directors whichever is higher.

46. Casting Vote

The Chairman of the Board of Directors or of any meeting shall have a casting vote in case of a tie in any meeting.

47. Committee of Directors

The Board of Directors may delegate any of their powers to such committee and the committee shall in the exercise of the power so delegated conform to any regulation that may from time to time be imposed on them by the Board of Directors subject to the provisions of the Act.

48. Resolution by circulation

Save as otherwise expressly provided by the Act, a resolution shall be as valid and effectual as if, it had been passed at a meeting of the Board of Directors or committee of Board of Directors, as the case may be, duly called and constituted if a draft thereof in writing is circulated together with necessary papers, if any, to all the directors or to all the members of the committee of the Board of Directors as the case may be, then in India (not being less in number than the quorum fixed for a meeting of the Board of Directors or the committee, as the case may be) and to all other Directors or members of the committee at their usual address in India and has been approved by such of them as are then in India or by a majority of such of them as are then in India or by a majority of such of them as are entitled to vote on the resolution.

49. Minutes

All minutes shall be signed by the Chairman of the Meeting at which the same are recorded or by the person who shall preside as Chairman at the next meeting and all minutes purporting to be so signed shall for all purpose whatsoever be prima facie evidence of the actual passing of the resolution recorded and of the regularity of the Meeting at which the same shall appear to have taken place,

UMAR PROOF CONSTRUCTIONS & DEVELOPERS PRIVATE LIMITED

notwithstanding that it may afterwards be discovered that there was some defect in the appointment of any one or more of such Directors or that or any of them were disqualified.

50. Director's sitting fee

Until otherwise determined by the Company, every Director shall be paid a fee not exceeding the ceiling, if any prescribed under the Act, for every Meeting of the Board of Directors or any committee thereof attended by him besides actual expenses incurred by him in attending such Meeting or Meetings.

51. Managing Director

Subject to the provisions of the Act, the Company may from time to time appoint one or more of their body to the office of Managing Director(s) in-charge for such period and on such terms and with such powers and at such remuneration (whether by way of salary or commission or participation in profit or partly by one way and partly by another) as they think fit and may remove or dismiss him or them from office and appoint another or others in his/ their place or places.

52. Powers of Board

Subject to the provisions of the Act, the Board of Directors of the Company shall be entitled to exercise such powers and do such acts and things as the Company is authorized to exercise and do, provided that the Board of Directors shall not exercise any power or do any act or thing which is directed or required, whether by the Act, or any other law for the time being in force or by the Memorandum or Articles of Association of the Company or otherwise to be exercised or done by the Company in General Meeting. Provided further that in exercising any such power or doing any such act or thing, the Board of Directors shall subject to the provisions contained in that behalf in the Act, or any other law for the time being in force or in the Memorandum and Articles of Association of the Company or in any regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in General Meeting provided however, that no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

53. No Directors shall be disqualified from his office by contracting with the Company nor shall any such contract or any contract into by or on behalf of the Company in which any Director shall be in any way interested, be void nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by reason only of such Director holding that office or of the fiduciary relations established but it is declared that to the extent it is required under the provisions of the Act, the nature of his interest must be disclosed by him at the Director's Meeting at which the contract is considered if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest.

UMAR ELAHI CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

POWERS & DUTIES OF DIRECTORS

54. Without prejudice to the general powers conferred by the foregoing clauses, the Board of Directors shall exercise the following powers amongst others:

a) The Board of Directors may pay all charges, expenses incurred in respect of formation, promotion, establishment and incorporation of the Company under the Act, as well as its registration under any other rules or bye-laws having the force in law.

b) The Board of Directors may from time to time, by power of attorney under the Company's Seal, appoint any person/s to be attorney of the Company for any purpose.

c) All cheques, Bills of Exchange, Promissory Notes and other Negotiable Instruments or other instruments of similar nature relating to the operations and transactions of the Company, shall be signed by any one or more of the Directors, as may be decided by the Board of Directors but the authority so conferred may be revoked at any time by the Board of Directors.

d) The Board of Directors may invest and deal with any moneys of the Company not immediately required upon such securities and in such manner as they think fit.

e) The Board of Directors, or the Managing Director/Whole Time Director/Executive Director/Director-in-charge if so authorized by the Board of Directors may refer any matter relating to the transactions of the Company to arbitration and the decision of the Arbitrator(s), if accepted by the Board of Directors would be binding on the Company.

f) The Board of Directors may from time to time raise or borrow any sums of money for and on behalf of the Company from the members or other persons, companies or banks or they may themselves advance money to the Company on such terms and conditions, as may be approved by the Board of Directors.

g) The Board of Directors may from time to time secure the payment of such money in such manner and upon such terms and conditions as it may think fit and in particular by the issue of Debenture or Bonds of the Company, by mortgage or charge of all or any part of the property of the Company and of its uncalled capital for the time being.

55. Any Shares, Debentures, Bonus or Securities may be issued at premium or otherwise and with special privileges as to the redemption, surrender, drawings, allotment of Shares, voting rights at General Meetings of the Company and otherwise.

UMAR PROOF CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

ACCOUNTS & AUDIT

56. The Board of Directors shall cause to maintain proper books of accounts with respect to:

a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.

b) All sales and purchases of goods by the Company.

c) The assets and liabilities of the Company.

57. Place where Books of Accounts to be kept

The books of accounts shall be kept at the Registered Office of the Company or at such place in India as the Board of Directors shall think fit.

58. Inspection

The books of accounts shall be open to inspection by any Director during the business hours and entries thereof shall be checked and verified at least once in every year by one or more or all Directors.

59. Statutory Auditors

The first auditors of the Company shall be appointed and the remuneration shall be fixed by the Board of Directors and thereafter the Auditors shall be appointed at each Annual General Meeting.

UMAR FAROOQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

CAPITALISATION OF RESERVES

60. (i) Subject to the provisions of the Act, the Company in General Meeting may, upon the recommendation of the Board of Directors, resolve:

a) That it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's Reserve accounts or to the credit of the profit & loss 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 proportion on the footing that they become entitled thereto as Capital.

(ii) The aforesaid capitalized fund shall not be paid in cash but shall be applied subject to the provisions of the Act either in or towards:

a) Paying up any amount for the time being unpaid on any shares held by such members or

b) Paying up in full unissued shares of the Company to be allotted and distributed, credited as fully paid up to and amongst such members in the proportion of their existing holdings aforesaid or

c) Partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b) and such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized fund or in such manner as recommended by the Board of Directors and resolved by the Company in General Meeting.

(iii) A share premium account and a capital redemption reserve account may for the purpose of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid Bonus Shares.

(iv) The Board of Directors shall give effect to the resolution passed by the Company in pursuance of this regulation and settle any difficulty which may arise in regard to the distribution as it thinks expedient.

MINUTES

61. Minutes of Meeting

a) The minutes of all proceeding of every General Meeting or the Board of Directors or committee of the Board of Directors shall be kept by making entries in the minute books within thirty days of conclusion of the meeting.

b) The pages of the minute book shall be consecutively numbered.

c) Each page of the minute books shall be initialed or signed and the last page of the record of proceedings shall be dated and signed.

(i) In case of a meeting of the Board of Directors or committee of Board of Directors, by the Chairman of the said meeting or the next succeeding meeting, and

(ii) In case of General Meeting, by the Chairman of the same meeting within aforesaid 30 days or in the event of death of or inability of the Chairman, by a Director duly authorized by the Board of Directors.

d) The minutes shall not be pasted or otherwise attached to the minute books.

e) All appointments of officers made at any of the meetings shall be included in the minutes of the meetings.

f) In case of a meeting of the Board of Directors or a committee of Board of Directors, the minutes shall also contain:

UMAR FAROOQ CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

(i) The names of the Directors present at the meeting, and

(ii) In case of each resolution passed at the meeting, the names of Directors, if any dissenting from or not concurring in the resolution.

g) The minutes of each meeting shall contain a fair and correct summary of the proceeding thereat, provided that no matter need be included in any such minutes which the Chairman of the meeting is having the option and:-

(i) Is, or could reasonably be regarded as defamatory of any person or

(ii) Is irrelevant or immaterial to the proceedings or

(iii) Is detrimental to the interests of the Company.

THE SEAL

62. The Board of Directors shall provide a Seal for the Company and for safe custody thereof. The Seal of the Company shall not be affixed to any instrument except by authority of a resolution of the Board of Directors and except in the presence of a Director and the said Director shall sign every instrument to which the Seal of the Company is so affixed in his presence.

INDEMNITY

63. Every officer or agent of the Company for the time being 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 judgement is given in his favour or in which he is acquired or in connection with any application under Section 633 of the Act, in which relief is granted to him by the Court.

WINDING UP

64. Application of assets

a) If the Company shall be wound up, the surplus assets shall (subject to any rights attached to any special class of shares forming part of the Capital for the time being of the Company) be applied first in repayment of the Capital paid up on the Equity Shares and excess (if any) shall be distributed among the members holding Equity Shares in proportion to the number of Equity Shares held by them respectively at the time of the winding up.

b) If the Company shall be wound up, the liquidators may with the sanction of a special resolution divide, amongst the contributories in specie, any part of the assets of the Company.

UMAR FAROOQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

SECRECY

65. Directors, officers etc. to maintain secrecy

Every Director, Manager, Trustee for the Company, Member or Debenture holders, Member of Committee, officer, servant, agent, accountant or other person employed in or about the business of the Company shall, if so required by the Board of Directors before entering upon his duties, sign a declaration pledging all transactions of the Company with his customers and state of accounts with individuals and in matters relating thereto, and shall subject to such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board of Directors or by a Court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.

66. Restriction to enter Premises of the Company

No member or other person (not being a director) shall be entitled to enter upon the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Board of Directors or to require discovery of or any information respecting thereto and details of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board of Directors, will be expedient in the interest of the members of the Company to communicate.

UMAR FAROOQUE CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

Subscriber Details

S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	NAME - MOHAMMAD ABUZAFAR S/O - MOHAMMAD FAROOQUE AHMAD ADD - S/O MD. FAROOQUE AHMAD, 38, VILL-JHAMTA, VIA-MAHESHI, MANAUR,DISTT. - SAHARSA – 852216 (BIHAR)	06735252	PATNA	MOHAMMAD ABUZAFAR	13/07/2018
2	NAME - NAVROZ ALAM S/O - MOHD RAFI ADD - S/O MD. RAFI, 60C, CHHOTI KHAGAUL, RAHMANIYA LANE, NEAR JAMA MASJID, DINAPUR-CUM-KHAGAUL, DISTT. - PATNA – 801105 (BIHAR)	AIOPA9895M	PATNA	NAVROZ ALAM	13/07/2018

Signed Before Me

Name		Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
ACA	BASANT KUMAR JAISWAL	CHOWK SHIKARPUR, PATNA CITY, PATNA - 800009 (BIHAR)	423888	PATNA	BASANT KUMAR JAISWAL Digitally signed by BASANT KUMAR JAISWAL Date: 2018.07.13 22:27:56 +05'30'	13/07/2018

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