

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

Memorandum

and

Articles of Association

of

V R GLOBAL PRIVATE LIMITED

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, पश्चिम बंगाल

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U51109WB2007PTC120797

मैसर्स SUN VYAPAAR PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
SUN VYAPAAR PRIVATE LIMITED

जो मूल रूप में दिनांक चार दिसम्बर दो हजार सात को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
SUN VYAPAAR PRIVATE LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.6.1985 एस.आर.एन B32899452 दिनांक 09/03/2012 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
V R GLOBAL PRIVATE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र कोलकाता में आज दिनांक नौ मार्च दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, West Bengal

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U51109WB2007PTC120797

In the matter of M/s SUN VYAPAAR PRIVATE LIMITED

I hereby certify that SUN VYAPAAR PRIVATE LIMITED which was originally incorporated on Fourth day of December Two Thousand Seven under the Companies Act, 1956 (No. 1 of 1956) as SUN VYAPAAR PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B32899452 dated 09/03/2012 the name of the said company is this day changed to V R GLOBAL PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Kolkata this Ninth day of March Two Thousand Twelve.



Registrar of Companies, West Bengal

कम्पनी रजिस्ट्रार, पश्चिम बंगाल

*Note: The corresponding form has been approved by TARUN KUMAR MUKHERJEE, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

V R GLOBAL PRIVATE LIMITED
6A, RAJA SUBODH MULLICK SQUARE,, ROOM NO. N # 207, 2ND FLOOR.,
KOLKATA - 700013,
West Bengal, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, पश्चिम बंगाल

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45200WB2007PTC120797

नैसर्ग V R GLOBAL PRIVATE LIMITED

के अंशधारकों ने दिनांक 28/03/2012 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करते कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

कोलकाता में यह प्रमाण-पत्र, आज दिनांक सोलह अप्रैल दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, West Bengal

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object
Clause(s)

Corporate Identity Number : U45200WB2007PTC120797

The share holders of M/s V R GLOBAL PRIVATE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 28/03/2012 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given at Kolkata this Sixteenth day of April Two Thousand Twelve.



Registrar of Companies, West Bengal

कम्पनी रजिस्ट्रार, पश्चिम बंगाल

Note: The corresponding form has been approved by DEBASISH BANDOPADHYAY, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

V R GLOBAL PRIVATE LIMITED

23A, NETAJI SUBHAS ROAD,, 11TH FLOOR, ROOM NO.29,

KOLKATA - 700001,

West Bengal, INDIA





प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U51109WB2007PTC120797

2007 - 2008

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

SUN VYAPAAR PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक चार दिसम्बर दो हजार सात को मेरे हस्ताक्षर से कोलकाता में जारी किया जाता है।

Form 1

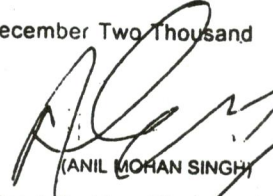
Certificate of Incorporation

Corporate Identity Number : U51109WB2007PTC120797 2007 - 2008

I hereby certify that SUN VYAPAAR PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Kolkata this Fourth day of December Two Thousand Seven.




(ANIL MOHAN SINGH)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

पश्चिम बंगाल
West Bengal

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

SUN VYAPAAR PRIVATE LIMITED

6A, RAJA SUBODH MULLICK SQUARE, ROOM NO. N # 207, 2ND FLOOR.,

KOLKATA - 700013,

West Bengal, INDIA

THE COMPANIES ACT 1956

PRIVATE COMPANY LIMITED BY SHARES

**Memorandum Of Association
Of
V R GLOBAL PRIVATE LIMITED**

- I. The name of the Company is V R Global Private Limited.**
- II. The Registered Office of the Company shall be situated in the State of West Bengal.**
- III. The main Object for which the company is established are:**
 - A. The main objects to be pursued by the company on its incorporation are:-**
 1. To take over the existing proprietorship concern M/s R V Industries, at 23A, Netaji Subhas Road, 11th Floor, Room No. 29, Kolkata – 700 001 as going concern together with all assets, properties, liabilities, obligations and duties with or with out such modification as may be decided upon, subject to payment of duties if applicable.
 2. To carry on the business of job work, works contract, acquire, exchange, hire, construct, develop, promote or otherwise deal in lands, landscape, building, real-estate, roads, dam, canal, flyover, shops, apartments, flats and immovable property of any kind or tenure or any interest in the same and to construct, execute, undertake, maintain, remodel, build, erect, demolish, repair, alter, re- erect or do any work, furnish any building or buildings, road, bridge, dam, canal, flyover, scheme and part of any building, hotels, club, golf courses, resorts, school, hospitals, restaurants, parties, place of worship, amusement shops, garages, libraries, reading rooms, dairy farms or other work which the company may think appropriate and useful in this behalf and to carry on the business of promoters of flats and building and property and to sell, rent, give on outright sale basis or otherwise deal with apartments therein and also carry on business as marketing agent, commission agent, real estate and also act as civil engineer, architectural designing and construction, interior designer/ decoration or otherwise and to acquire, exchange, purchase, hire, construct, develop, promote, or other deal in lands, buildings, real estate, shops, apartments, flats and immovable property of any kind or tenure or any interest in the same and to construct, execute, undertake, maintain, remodel, build, erect, demolish, repair, alter, re-erect or do any work, furnish any building or buildings scheme and part of any building, hotels, club, golf courses, resorts, schools, hospitals, restaurants, places of worship, amusement shops, garages, libraries, reading rooms, dairy farms or other works which the company thinks appropriate and useful in this behalf and to carry on the business of promoter of flats and buildings and property and to sell, rent give on outright sale basis or otherwise apartments therein.

[B] THE OBJECT INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS OF THE COMPANY ARE :-

1. To purchase, acquire, build, construct, alter, maintain, enlarge, equip, pulldown, remove or replace, and to work, manage and control any buildings, offices, factories, mills, laboratories, shops, machinery equipment, apparatus, engines, roadways, trolleyways, reservoirs, water-courses, electric works and other works and conveniences, which is expendint directly or indirectly to advance the main objects of the Company, and to join with any other person or body corporate in carry out these activities.
2. To import and purchase any machinery, implements, apparatus equipment, material, articles and stores and to do all activities for developing the property and resources of the estates and land in such manner as the Company may think fit.
3. To purchase, take on lease, or tenancy or in exchange hire take options over or otherwise acquire for any estate or interest whatsoever and to hold, develop, plan, improve, work, cultivate, and turn to account concessions, grants, decrees, licenses, privileges, claims, options, property, real or personal, or rights of powers of any kind which may appear to be necessary or convenient for attaining the main objects of the Company and to purchase, charter, build or otherwise acquire crafts, cars, vans or vehicles of any description and to employ the same in the business of the Company.
4. To acquire from any person, firm or body corporate or whether in India or elsewhere, technical Information, know-how, processes, engineering and operating data, plans, layouts and blue prints useful for the design, erection and operation of plants, machineries or apparatus required for carrying out the main objects of the Company and to acquire any grant or licence and other rights and benefits in connection therewith.
5. To sell, exchange, mortgage, royalty or tribute, grant licenses, easements, options and other rights over and in any other manner to deal with or dispose of the whole or any part of the undertaking property, assets, rights and effects of the Company for such consideration as may be deemed fit and in particular for stocks, shares, whether fully or partly paid-up, or securities of any other Company.
6. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid-up in full or in part or otherwise.
7. To lend and advance money out of surplus funds of the Company not immediately required either with or without security and give credit out of such fund to such persons (including government) and upon such terms and conditions as the Company may think fit but not amounting to Banking Regulations Act, 1949.
8. To undertake commercial obligations, transactions and operations for achievement of the main objects of the Company.
9. To guarantee the performance of any contract or obligations of and the payment of money unsecured or secured of and interest on, any debenture, debenture stock or securities of any Company, corporation, firm or person in any case in which guarantee may be considered directly or indirectly for furtherence of the main objects of the Company and in the above context to act as Sureties.
10. To invest any moneys of the Company out of the surplus funds of the Company not immediately required in such investments (excluding own shares or stock of the Company) & as may be thought proper out of the surplus funds of the Company not immediately required.
11. To secure the payment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or Company as the case may be but not amounting to banking business as defined under the Banking Regulations Act, 1949.
12. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants and other negotiable or transferable instrument or securities.

13. To apply for purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights, brevets d'invention, trade marks, designs, licenses, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purpose of the Company or the acquisition of which may seem calculated directly or indirectly to the benefit of the Company and to use, exercise, develop, grant licenses or privileges in respect of or otherwise turn to account the property, rights and information acquired.
14. To expend money in experimenting on and testing and in improving or seeking to improve any patents, rights, invention, discoveries, process or information of the Company or which the Company may acquire or propose to acquire.
15. To establish, provide, maintain and conduct research & development and laboratories, training and other institutions for the training education and instruction to students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, intereactive meetings, demonstrations, exhibitions, classes, meetings and conferences in connection therewith.
16. To acquire and undertake all or any part of the business property and liabilities of any person / firm or Company carrying on or proposing to carry on any business which this Company is authorised to carry on or possessed of property, suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company in India or outside.
17. To procure the registration or recognition of the Company in or under the laws of any place outside India and to open branches of the Company at any place whether in India or outside India.
18. To incorporate or promote any Company or companies, whether in India or outside with the sole object of acquisition of any or all of the assets or control or development of the Company or any other object or objects which in the opinion of the Company will directly or indirectly assist the Company in the development of its properties or otherwise prove advantageous to the Company and to pay all of the costs and expenses incurred in connection therewith any such promotion or incorporation and to remunerate any person or Company in any manner it shall think fit for services rendered or to be rendered.
19. Subject to the provisions of the Companies Act, 1956 or any re-enactment thereof for the time being in force, to amalgamate with Company(s) or to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concession with any person or persons, Company or Companies, carrying on or engaged, in or about to carry on or engage, in or being authorised to carry on or engage in any business or transaction which the Company is authorised to carry on or engaged in or which can be carried on or in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
20. To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press or any other media by purchase, exhibition or reproduction or works of art or interest, by publication of books, pictures and periodicals and by granting prizes, awards and donations, or in such other manner as the Company may deem desirable.
21. To undertake and execute any trust, the undertaking of which may seem to the Company desirable, and either gratuitously, or otherwise and vest any real or personal property rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and without any declared trust in favour of the Company.
22. To aid, pecuniarily or otherwise any association, body or movement having for an objects of the solution, settlement, or concerning of industrial or labour problems or troubles or the promotion of industry or trade.

23. Subject to the provisions of the Companies Act, 1956 to subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition & central & state legislations.
24. To open & operate Bank Accounts for Company's Business and to draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
25. To buy, sell, purchase, repair, alter, improve, exchange, let out on hire import, export and deal in respect of all factories, works, plant, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and items capable of being used in any business which this Company is competent to carry on or which may seem capable of being profitable deal in connection therewith and to, experiment with, render marketable and deal in all products or residual by products incidental or to obtain in any of the business carried on by the Company and to do all such other activities and may be deemed incidental or conducive to the attainment of the main objects of the Company or any of them.

[C] THE OTHER OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE :-

1. To carry on the business as consultant, advisor, representative, advocate, signatories, attorneys, liaisoner, agent, serviceman, middleman, arbitrator, conciliator, auctioneer, liquidator, secretary & solicitor in all its branches such as legal, commercial, industrial, manufacturing, production, engineering, personnel, marketing, advertising, publicity sales promotion, public welfare, corporate management, business management, company law, taxation, investment, portfolio management, agriculture, animal husbandry, poultry, fisheries, power generation, energy savings, insurance, banking, loan syndication, imports & exports, researchs & developments, software developments, computer applications, quality control, technical knowhow, geology & mining, medicine & surgery, merchant banking, underwriting, secretarial services, financial management, construction, transport and on other similar subjects and to carry on the business or vocation of acting as advisers and consultants on all matters and problems relation to the technical industries, civil, administration, finance and organization, management, construction or expansion of industry and to engage and hire professional, clerical, manual and other staff and employees, and to enter into agreements with such staff and employees with a view to allocating their services to any person, firm or company requiring them and in particular the firm(s) of Company Secretaries and to provide or procure the provision by others of any service, need or requirement of any business or nature required by any person, firm or company in or in connection with any business carried on by them and in particularly required by the firm(s) of Company Secretaries.
2. To carry on the business of Hotel, Motel, Holiday Home, Guest House, Resorts for the use and or owing of Indian and foreign tourists and to provide all sorts of facilities therein the said resorts like swimming, fishing boating, dancing, music, party, garden, indoor and outdoor games and to provide, residential accommodation to the tourists on time sharing basis or otherwise under such terms and conditions as the company shall think fit and proper and to carry on the business as refreshment contractors and caterers, restaurant keepers, refreshment room proprietors, milk and snack bar proprietors, cafe and tavern proprietors, lodging house proprietors, ice-cream merchants, sweet merchants, milk merchants, bakers, confectionery merchants and to acquire, equip and maintain a club house or club houses with all appropriate accommodation and facilities and to carry on business as proprietors of a club, with reading-rooms, billiards and other recreation rooms and refreshment rooms, television rooms and such sports facilities.
3. To carry on the business to promote, encourage, establish, develop, maintain, organise, undertake, manage, operate, conduct and to run computer training centres, data processing centres, computer coaching classes, computer consultancy business, software consultancy and other allied activities for all sorts of services relating to computer, its maintenance, repairs, programmes & operations, for industrial, commercial, domestic, public utility, defence, government, and other general customers or sections of society.

4. To carry on the development and implementation of Software Packages like Hospital Management Software, Travel Agency Management Software, Library Management Software, School/College Management Software, Laboratory Management software, Retail Shop Management software, Marketing Management Software, Courier Service Management software etc.
 5. To carry on all or any of the business of buyers, sellers, suppliers, growers, processors, traders, merchants, importers, exporters, indentors, brokers, agents, assemblers, stockists and jewellery and silver utensils and ornaments and of all kinds of machinery items and man made fibres, textiles of all kinds all types of yarn, cloths, oil and oilseeds, tea, coffee, spices, dry fruits, drugs, leather, goods, garments, hosiery, textiles, iron and steel and all steel based product G.I. sheets, G.P. sheets and other related items, jute and jute product, automobiles spares, coal, hard coke, soft coke, vegetable oil, machine parts, aluminium electrical parts, electronic parts and devices and all kind of metals, pipe, hardware items and earthmoving equipments and to work as commission agents, brokers, contractors, film distributors, processors, order suppliers and dealing agents cement, chemicals, minerals, potato, onions consumer durables, dealing in computers and to carry on the business as buyer's, sellers, traders, marketing, merchants, agents, commission agents, stockists of all kinds of domestic, commercial and household goods.
 6. To carry on the business of real estate, developers, builders, promoters, architects, engineers, designers, erectors, fabricators and taking up the work of construction of buildings, offices, places of public amusement, public buildings, road, bridges, dams, power projects, townships, houses, turnkey projects, electrical contracts, furnishing contractors, interior decoration, wood work, painting contracts, plastering laying of tiles and marbles.
 7. To purchase, acquire, lease or take on lease, hire, erect, construct, improve, develop, charge, build, let-out exchange, sale, deal in land, buildings, flats, house, showrooms, auditoriums, halls, markets, sheds, mines, quarries, factories, mills, workshop, paints, farms and to do all such acts necessary in connection therewith. To carry on all or any of the business or proprietors work, safe deposit vaults, laboratories, plantations and others industrial undertaking and to manufacture, assemble, export, import and deal in products and by products thereof and machines, equipments, accessories and raw materials required in connection therewith.
- IV. The liability of the members is limited.
- V. The Authorised Share Capital of the Company is Rs.40,00,000/- (Forty lacs only) divided into 4,00,000 equity shares of Rs.10/- each with such rights, privileges & 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 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.

We the several persons, whose name and Addresses are given hereunder, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of equity shares in the capital of the Company set opposite to our respective names.

Signature, Full Names, Full Address (Details and/or with Pincode No.) Father / Husband Name and Occupation of subscribers	Number of equity shares to be taken by each subscriber	Signature, Full Name, Full Address, (Details and/or with Pincode No.) Father/Husband Name and Occupation of Witness
1. MUKESH KUMAR PANDEY S/o- Baban Pandey 61, Tala Becharam Chaudhury Lane (1-28) 13, Golabari Howrah - 711101 Business	5000 (Five Thousand)	
2. RAJESH KUMAR JAIN S/o- Ashok Kumar Jain 9 No. Baranashi Ghosh Road P.O.- Talpukur, Dist.- 24 Pgs (N) Kolkata West Bengal India - 743187 Business	5000 (Five Thousand)	<i>Witness to all the Signatories</i> BINAY KR. SINGHANIA, FCA S/o. Sri S. S. Singhania 6A, Raja Subodh Mullick Square 2nd Floor, Suite # N 207 Kolkata - 700 013 M.No. - 057889
TOTAL	10,000 (Ten Thousand)	

Dated the 22nd Day of November, 2007

(THE COMPANIES ACT, 1956)

COMPANY LIMITED BY SHARES

Articles of Association

OF

V R GLOBAL PRIVATE LIMITED

PRELIMINARY

1. The regulation contained in Table 'A' in the first Schedule of the Companies Act, 1956, as amended from time to time so far as they are not hereinafter excluded, modified or altered and are applicable to a Private Company shall apply to the Company.
2. Regulations No. 21, 22, 23, 26, 27, 28, 40, 42, 43, 49(2), 53, 64, 66, 84, 95, 98 and 99 of Table 'A' shall not apply to the Company.
3. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof.

"The Company" means the above named Company.

The marginal notes are inserted for convenience and shall not affect the construction hereof and in these presents unless there be something in the subject inconsistent therewith.

"The Act" means the Companies Act, 1956 and includes any re-enactment of statutory modification thereof for the time being in force and "section" shall mean a section of the said Act.

"Directors" means the Directors for the time being of the Company.

"The Board of Directors" or "The Board" means the Board of Directors for the time being of the Company.

"The Managing Director" means the Managing Director for the time being of the Company so appointed.

"Office" means the Registered Office for the time being of the Company.

"Register" means the Register of Members to be kept pursuant to Section 150 of the Act.

"Seal" means the Common Seal for the time being of the Company.

"Months" and "Year" means the English calendar month and the English calendar year respectively.

"In Writing" and "Written" include printing & lithography and any other modes of representing or reproducing words in a visible form.

Words importing singular number shall include plural and vice versa and words importing the masculine gender shall include feminine and the words importing persons shall include body corporate, firm, association of persons and society registered under Societies Registration Act.

"Debentures" includes debenture stocks.

"Special Resolution" and "Ordinary Resolution" have the same meanings assigned there to by Section 189 of the Act.

"These Presents" means the Memorandum of Association and these Articles of Association of the Company for the time being in force.

"Articles" means these Articles of Association or as altered and modified from time to time in accordance to law.

PRIVATE COMPANY

4. The Company is a Private Company, within the meaning of Section 3(1)(iii) of the Companies Act, 1956 and accordingly.
 - (a) No invitation shall be issued to the public to subscribe for any shares in, or debentures of the Company. (b) The number of the members of the Company (exclusive of persons who are in the employment of the Company and the 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 be limited to fifty PROVIDED that for purpose of this provision, where two or more persons hold one or more shares jointly in the Company they shall be treated as a single member. (c) The right to transfer the share(s) of the Company is restricted in the manner and to the extent herein-after appearing. (d) The minimum paid-up capital of the company is Rs. 1,00,000 (Rupees One Lac only). (e) Prohibits any invitation or acceptance of deposits from persons other than its members, Directors or their relatives.
5. The Company shall have power to issue Preference Shares carrying a right to redemption out of profits which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of such redemption or liable to be redeemed at the option of the Company and the Board may, subject to the provision of Section 80 of the Act, exercise such power in such manner and on such terms as the Company may, before the issue of such Preference Shares determine by Special Resolution.

SHARE CAPITAL

6. (a) The Authorised Share Capital of the Company shall be such amount and be divided into such shares as may from time to time be provided under clause No. V of the Memorandum of Association of the Company. (b) The Authorised Share in the capital of the Company for the time being shall be under the control of the Board of Directors who may be unanimous approval of all directors allot or otherwise dispose of the same or any of them to such persons including minor in such proportion & on such terms & conditions & either at a premium or at par or (subject to compliance with the provisions of Section 79 of the Act) at a discount and at such time as they may from time to time think proper and with full power to give to any person the option to call for or be at a premium being exercisable at such times and for such consideration as the Directors think fit.
7. Subject to the provisions of the Act, the Company is authorised to buy-back its own shares and other specified securities as may be notified by the Central Govt. from time to time.
8. (a) Subject to the restriction of these articles a share may be transferred by a member or other person entitled to transfer, to any person including minor selected by the transferor, at a fair value but no share shall be transferred to person who is not a member unless such person selected by the transferor is approved by the Board of Directors unanimously as one desirable in the interests of the Company to admit as member. In case the Board of Directors do not approve the person selected by the transferor such shares shall be transferred to any person including minor selected by the Board of Directors unanimously as one desirable in the interests of the Company to admit to membership. (b) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a share, the Auditors of the Company, shall on the application of either party, certify in writing the same which in the opinion is the fair value and such sum shall be deemed to be the fair value. (c) The directors may, in their absolute discretion and without assigning any reason therefor, decline to register

any transfer of any share, whether or not it is a fully paid share. (d) The Company shall be entitled to register any shares in the name of any minor person if fully paid up and allow the dividend thereof to be collected by such person as it deems the guardian of such minor shareholder.

9. Notwithstanding anything contained contrary elsewhere in these Articles whenever any member of the Company who is employed by the Company as a full time Director or otherwise resigns or is dismissed from employment or is removed from such Directorship, the Board may at any time within 14 days of his resignation or dismissal or removal, resolve that such member will demand transfer to his shares or share to any one nominated by the Board at a fair value to be fixed by the Auditors. Should the said member decline to transfer his share or shares the Company may receive the purchase money and shall thereupon cause the name of the person nominated by the Board to be entered in the registrar as the holder of the share or shares and shall hold the purchase money in trust for such member. The Board shall have the power to issue fresh or duplicate share certificate or certificates, to the person nominated by the Board as aforesaid and cancel the original share certificate or certificates. The receipt of the Company for the purchase money shall be a good discharge to the person nominated by the aforesaid powers the validity of the proceeding shall not be questioned by any person.
10. Any person becoming entitled to or to the transfer of any shares in consequence of the death or insolvency of any sole holder thereof or in any way other than by transfer, upon producing such evidence of his title there of that he sustains the character in respect of which he proposes to at under this Articles as the Directors think sufficient may with the consent of the Directors (which they shall not be under any obligation to give) and without production of any probate or Letters of Administration or Succession certificate and upon such terms as to indemnity or otherwise as the Directors may impose, be registered as a member himself in respect of such share, may with such consent and subject as aforesaid, transfer the share to such other person as the Directors may approve of unanimously.

PROCEEDINGS AT GENERAL MEETING

- 11.(a) A General Meeting may be called by giving not less than 21 days clear notice in writing duly specifying the place, the day and the hour of the meeting, by registered post acknowledgement due to the persons entitled to vote there at in the manner laid down in the Act; provided that a general meeting may be called after giving shorter notice than that specified above if the shareholders of the Company holding more than 95 percent of the paid-up capital of the Company carrying a right to vote at meeting, so agree in writing. (b) Any omission to give notice to or the non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting. (c) Save as otherwise expressly provided by the Act all resolutions shall be passed at General Meetings by special resolutions.
12. (a) The Chairman may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. (b) Any business may be transacted at any adjourned meeting in addition to the business left unfinished at the meeting from which the adjournment took place provided a notice of the additional business to be transacted at the adjourned meeting is given as in the case of an original meeting. (c) When a meeting is adjourned for 30 days or more notice of the adjourned meeting shall be given as in the case of an original meeting. (d) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. (e) If at an adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall stand dissolved and be called afresh. (f) Two members present personally shall be a quorum for all purposes at any adjourned meeting or annual general meeting.

BOARD OF DIRECTORS

13. Until otherwise determined by the Company in General Meeting, the number of Directors shall not be less than two and not more than nine.
14. The subscribers to the Memorandum of Association shall become and be the First Directors of the Company.
15. The Board shall have power to appoint the directors generally and to appoint additional directors and to fill any casual vacancy upto next Annual General Meeting.
16. Directors shall not be required to hold any qualification shares.
17. Directors shall be not liable to retire from office by rotation.
18. The Board may appoint any person to Act as alternate Director to Act for a Director during his absence for a period of not less than three months from the date in which meetings of the Board are ordinarily held and such alternate director shall ipso facto vacate office if and when the absentee director to the state or vacates his office as Director.
19. In the event of the Company borrowing any money from and while such money remains due, any financial corporation, institution, government, government body, bank, collaborator, person or any other loan giving agency or source shall have, if the terms of agreement so provide, power and may exercise such power to appoint one or more directors of the Company and any director so appointed shall hold office during the pleasure of or may be removed or substituted by any person by the appointing authority, provided such appointment or removal shall be in writing signed by the appointor and served to the Company.
20. The Company may, by ordinary resolution of which special notice has been given in accordance with Section 190 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages or for breach of any contract of service between him and Company.
21. The Company may, subject to the provisions of Section 284, appoint another person in place of Director removed from office under the immediately preceding Articles in the same meeting and may in general meeting appoint any person as a director provided special notice has been given to the Company of the intention to propose him together with a notice in writing by the intended director of his willingness to be elected.
22. In addition to the grounds mentioned in Section 283 of the Act, the office of a Director would be vacated if any Director resigns his office by notice in writing to the Company.
23. The management of the business of the Company shall be vested in the Board of Directors and the Board of Directors may exercise all such power and do all such acts and things as the Company is by its Memorandum of Association or otherwise authorised to exercise or do and as are not hereby or by statute directed or required to be exercised done by the Company in general meeting but subject, nevertheless, to the provisions of the Act and to these presents & regulations from time to time made by the Company in general meeting not being inconsistent with the provisions of these presents, provided that no such regulations shall invalidate any prior Act of the Directors which would have been valid if such regulations had not been made.
24. Subject to the provisions of the Act, the Directors may from time to time at their discretion, raise or borrow from any director, member, person, firm, Company or bank any sums of money at interest and upon such interest and upon such security conditions in all respects as they think fit or expedient and in particular by the issue of debentures, debenture-stock or bonds of the Company and by mortgage, charge or other security on all or any properties of the Company or any part including its uncalled capital for the time being.

25. The Board of Directors shall have the power to delegate any of the power or authorities vested in them, except such as are not hereby or by statute directed or required to be expressly exercised or done by the Directors in a Board Meeting to the Managing Director(s), wholetime Director(s), Director(s)-in-Charge or any other person(s) as they think fit and proper.
26. The Directors may from time to time and at any time by power of attorney appoint any Company, firm or person or body or person, whether nominated directly or indirectly by the directors to be attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the directors under these articles) and for such period and subject to such conditions as they may think fit and any powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the directors may think fit and may also authorise and such attorney to delegate all or of the powers, authorities and discretions vested in him.
27. Each director shall be entitled to be paid up out of the funds of the Company for attending meetings of the Board or a committee thereof including adjourned meetings such sum as sitting fees as shall be determined from time to time by the Directors but not exceeding their limits as prescribed in Section 310 of the Act.
28. The remuneration of directors shall from time to time, be determined by the Board and the same may be in the form of a monthly allowance or in any other manner and may be equal or varying in the case of each director.
29. 1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.
2) In addition to the remuneration payable to them in pursuance of the Act or the Articles, the directors may be paid all travelling, hotel and other expenses incurred by them.
(a) In attending and returning from meetings of the Board of Directors or any committee thereof of general meetings of the Company including the adjourned meetings or (b) In execution of their duties as Directors of the Company or in connection with the business of the Company.
30. If any director, being willing, shall be called upon to perform extra services in going or residing away from his place of residence for any of the purposes of the Company or to give special attention to the business as a member of committee of directors or to hold any office in Company or to work as contractor, agent purchaser or to perform any other duty or to make any special exertions for any of the purposes of the Company, the Company may subject to the provisions of the Act, remunerate such Director by a fixed sum or by a percentage of profits or otherwise as may be determined by the board and such remuneration may either be in addition to or in substitution for any other remuneration to which may otherwise be entitled.
31. Any director may hold any other office in the Company in conjunction with the office of Director or such terms as to remuneration and otherwise as may be fixed by the Board, subject to the provisions of Section 314 of the Act.
32. The Company may, subject to the provisions of these Articles; and the Act, pay a commission on the net profits of the Company to its Director whether whole or part-time employment of Company or not.
33. The quorum for a meeting of the Board shall be one third of its total strength any fraction contained in that one-third being rounded off as one or two directors, whichever is higher and if a quorum is not present within fifteen minutes from the time appointed for the meeting, it shall be adjourned until such date and time as the Chairman of the Board shall appoint.
34. A resolution circulated amongst the Directors and signed by all the members of Board or committee thereof, in India or by majority of such of them as are entitled to vote on the resolution, shall be as valid and effectual as if had been passed at a meeting of the Board or a committee duly convened and held.
35. Subject to the provisions of Section 297 of the Act, a Director shall not be disqualified from contracting with the Company either as vendor, purchaser or otherwise, for goods, materials or services or any such contract entered into by or on behalf of the Company with a relative of such director or firm in which such director or relative is partner or with other partner in such firms or a private Company of which such director is a member or director, nor shall any director so contracting or being such member or so interested be liable to account to the Company for any profit realised by such contract by reason of such director holding that office or of fiduciary relation, thereby established.

36. Regulations 67 to 70 and 73 to 80 of Table 'A' shall apply.

BORROWING POWERS

37. The Directors may, from time to time, at their discretion may borrow any sum or sums of money or make any arrangement like venture participation etc. for finance for the purpose of the Company and may raise or secure the payment of such sum or sums or the financial arrangement in such manner and upon such terms and conditions in all respects as they think fit and in particular by making, drawing, accepting or endorsing on behalf of the Company any promissory notes or bills of exchange or by issuing bonds, perpetual or redeemable debentures or debenture stock or any mortgage, 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.

MANAGING OR WHOLETIME DIRECTORS

38. Subject to the provision of Section 197A of the Act, the Board may from time to time and with the unanimous consent, appoint one or more Directors to be Managing Director or wholetime Director or Managing Directors or wholetime Directors of the Company, either for a fixed term or without any limitation as to the period for which he is or they are to hold such office, and may, from time to time (subject to the provisions of any contract between him or them and the Company), remove or dismiss him or them from office and appoint another or others in his place or their places.
39. A Managing or Wholetime Director shall be subject to the same provisions as to resignation and removal as the other Director, and he shall, ipso facto and immediately cease to be a managing Director or Wholetime Director, as the case may be, if he ceases to hold the office of Directors from any cause.
40. Subject to the provisions of the Act and in particular to the prohibition and restrictions contained in section 292 thereof the Board may, from time to time, entrust to and confer upon a Managing Director or Wholetime Director for the time being such of the powers exercisable under these present by the Board as it may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions and with such restriction as it thinks fit, and the Board may from time to time, revoke, withdraw, alter or vary all or any of such powers.

SECRECY

41. No member shall be entitled to require or receive any information concerning the business, trading and customers of the Company beyond such information as to accounts and business of the Company as is by these presents or by the Act directed to be laid before the Company in General Meeting.
42. Subject to the provisions of the Act, every Director, Manager, Auditor, Secretary, Treasurer, Trustee Members of a Committee, Accountant, Agent, Officer, Servant or other person employed in the business of the Company shall when required to sign a declaration pledging himself to observe a secrecy respecting all transaction of the Company with customers and the state of accounts with individuals and in matters relating thereto and in all technical matters concerning equipment and process and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or the auditors or by resolution of the Company in General Meeting or by a Court of Law or by the person to whom such matters relate except so far as may be necessary in order to comply with any of the provisions in these presents contained. Nothing herein contained shall affect the powers of Central government or any Officer appointed by the Government to enquire or to hold an investigation into the Companies affairs.
43. No member or other person (not being director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company without the permission of the Board or of the managing Director or, Subject to Articles 41 to require discovery of or any information respecting any detail 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 or Managing Director it will be inexpedient in interest of Company to communicate.

RECONSTRUCTION

44. On any sale of the undertaking of the Company the Board or the Liquidators on a winding up may, if authorised by special resolution, accept fully paid or partly paid-up shares, debentures or securities of any other Company, whether incorporated in India or not other than existing or to be formed for the purchase in whole or in part of the property of the Company, and the Board (if the profits of the Company permit) or the Liquidators (in a winding up) may distribute such shares or securities or any other property of the Company amongst the members without realisation or vest the same in trustees for them and any special resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefit or property, otherwise than in accordance with the strict legal rights of the members, or contributors of the Company, and for the valuation of any such securities or property at such price and in such manner, as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by and valuation or distribution so authorised and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights (if any) under Section 494 of the Act as are incapable of being varied or excluded these Articles.

AUDIT

45. (a) The first auditors of the company shall be appointed by the board of Directors and shall hold until the conclusion of the first annual general meeting. (b) At each annual general meeting, the company will appoint an auditor to hold office from the conclusion of that meeting until conclusion of the next annual general meeting. (c) The remuneration of the auditor shall be fixed by the company in general meeting or in such manner as the company in general meeting may determine.

SEAL

46. The directors shall procure a seal to be made for the safe custody thereof. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of Directors. Every instrument or deed to which the seal is affixed shall unless the same is executed by a duly constituted attorney of the Company be signed at least by one Director in whose presence the seal is so affixed provided however, that share certificates shall be sealed in accordance with the provision of the Companies (Issue of share certificates) Rules, 1960 as in force from time to time.

WINDING UP

47. If the Company shall be wound up and the assets available for distribution amongst the members as such shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that as nearly may be losses shall become by the members in proportion to the capital paid-up or which ought to have been paid-up at the commencement of the winding up, on the shares held by them respectively. If the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid-up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid-up or which ought to have been paid up on the shares held by them respectively. But this Articles is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.
48. If the Company shall be wound up, whether voluntarily or otherwise the Liquidators may with the sanction of a special resolution, divide among the contributories in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the contributories or any of them, as the Liquidators, with the like sanction, shall think fit.

INDEMNITY

49. Every Director, Manager, Secretary or Officer of the Company or any person (whether an officer of the Company or not) employed by the Company and any person appointed as auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Manager, Secretary, Officer, Employees or Auditor in defending any proceeding, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the court.

We the several persons, whose name and Addresses are given hereunder, are desirous of being formed into a company in pursuance of this Articles of Association and we respectively agree to take the number of equity shares in the capital of the Company set opposite to our respective names.

Signature, Full Names, Full Address (Details and/or with Pincode No.) Father / Husband Name and Occupation of subscribers	Number of equity shares to be taken by each subscriber	Signature, Full Name, Full Address, (Details and/or with Pincode No.) Father/Husband Name and Occupation of Witness
1. MUKESH KUMAR PANDEY S/o- Baban Pandey 61, Tala Becharam Chaudhury Lane (1-28) 13, Golabari Howrah - 711101 Business	5000 (Five Thousand)	
2. RAJESH KUMAR JAIN S/o- Ashok Kumar Jain 9 No. Baranashi Ghosh Road P.O.- Talpukur, Dist.- 24 Pgs (N) Kolkata West Bengal India - 743187 Business	5000 (Five Thousand)	<i>Witness to all the Signatories</i> BINAY KR. SINGHANIA, FCA S/o. Sri S. S. Singhanian 6A, Raja Subodh Mullick Square 2nd Floor, Suite # N 207 Kolkata - 700 013 M.No. - 057889
TOTAL	10,000 (Ten Thousand)	

Dated the 22nd Day of November, 2007