



**GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

**Certificate of Incorporation**

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that JAYA SOLAR ENERGY LIMITED is incorporated on this NINETEENTH day of DECEMBER TWO THOUSAND TWENTY FOUR under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U43222MP2024PLC073954**

The Permanent Account Number (PAN) of the company is **AAGCJ6734K\***

The Tax Deduction and Collection Account Number (TAN) of the company is **BPLJ05827D\***

Given under my hand at Manesar this NINETEENTH day of DECEMBER TWO THOUSAND TWENTY FOUR

**Signature Not Verified**

Digitally signed by  
DS MINISTRY OF CORPORATE  
AFFAIRS, CRC MANESAR 1  
Date: 2024.12.19 21:23:44 IST

Balagangatharan Ramesh

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on [mca.gov.in](http://mca.gov.in)

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

JAYA SOLAR ENERGY LIMITED

C/O SHRI JASWANT VISHVAS, 3224 AMDOH, Ranipur, Shahpur, Betul- 460443, Madhya Pradesh

\*as issued by Income tax Department



**Form No. INC-34****e-AOA (e-Articles of Association)**

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]



Form language

 English     Hindi

Refer instruction kit for filing the form

All fields marked in \* are mandatory

Table applicable to company as notified under schedule I of the Companies Act, 2013 (F, G, H)

F

Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to

(F – a company limited by shares

G – a company limited by guarantee and having a share capital

H – a company limited by guarantee and not having share capital)

F - A COMPANY LIMITED BY SHARES

The name of the company is

JAYA SOLAR ENERGY LIMITED

Check if not applicable	Check if altered	Article No.	Description
			<b>Interpretation</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I	<ul style="list-style-type: none"> <li>In these regulations the Act means the Companies Act 2013 the seal means the common seal of the company. 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. Company is Public limited Company defined under Clause 2(71) of Companies Act 2013 public company means a company which (a) is not a private company and (b) has a minimum paid-up share capital as may be prescribed. Provided that a company which is a subsidiary of a company not being a private company shall be deemed to be a public company for the purposes of this Act even where such subsidiary company continues to be a private company in its articles.</li> </ul>
			<b>Share Capital and Variation of rights</b>
<input type="checkbox"/>	<input type="checkbox"/>	II 1	<ul style="list-style-type: none"> <li>Subject to the provisions of the Act and these Articles the shares in the capital of the company shall be under the control of the Directors who may issue allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	2	<ul style="list-style-type: none"> <li>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 one certificate for all his shares without payment of any charges or several certificates each for one or more of his shares upon payment of twenty rupees for each certificate after the first. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount</li> </ul>

		paid - up thereon. 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
<input type="checkbox"/>	<input type="checkbox"/>	3
		<ul style="list-style-type: none"> <li>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. The provisions of Articles(2) and(3) shall mutatis mutandis apply to debentures of the company.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	4
		<ul style="list-style-type: none"> <li>Except as required by law no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	5
		<ul style="list-style-type: none"> <li>The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	6
		<ul style="list-style-type: none"> <li>If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48 and whether or not the company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	7
		<ul style="list-style-type: none"> <li>The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.</li> </ul>

<input type="checkbox"/>	<input type="checkbox"/>	8	<ul style="list-style-type: none"> <li>Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.</li> </ul>
			<b>Lien</b>
<input type="checkbox"/>	<input type="checkbox"/>	9	<ul style="list-style-type: none"> <li>The company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the company Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The companys lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	10	<ul style="list-style-type: none"> <li>The company may sell in such manner as the Board thinks fit any shares on which the company has a lien Provided that no sale shall be made unless a sum in respect of which the lien exists is presently payable or b until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	11	<ul style="list-style-type: none"> <li>To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	12	<ul style="list-style-type: none"> <li>The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue if any shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares at the date of the sale.</li> </ul>
			<b>Calls on shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	13	<ul style="list-style-type: none"> <li>The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall subject to receiving at least fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.</li> </ul>

<input type="checkbox"/>	<input type="checkbox"/>	14	<ul style="list-style-type: none"> <li>A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	15	<ul style="list-style-type: none"> <li>The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	16	<ul style="list-style-type: none"> <li>If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate if any as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	17	<ul style="list-style-type: none"> <li>Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	18	<ul style="list-style-type: none"> <li>The Board - a. may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him and b. upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance.</li> </ul>
		<b>Transfer of shares</b>	
<input type="checkbox"/>	<input type="checkbox"/>	19	<ul style="list-style-type: none"> <li>The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	20	<ul style="list-style-type: none"> <li>The Board may subject to the right of appeal conferred by section 58 decline to register the transfer of a share not being a fully paid share to a person of whom they do not approve or any transfer of shares on which the company has a lien.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	21	<ul style="list-style-type: none"> <li>The Board may decline to recognise any instrument of transfer unless a. the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56b. the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer and c. the instrument of transfer is in respect of only one class of shares.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> <li>On giving not less than seven days previous notice in accordance with section 91 and rules made thereunder</li> </ul>

		22	the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
			<b>Transmission of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	23	<ul style="list-style-type: none"> <li>On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	24	<ul style="list-style-type: none"> <li>Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or insolvent member had transferred the share before his death or insolvency.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	25	<ul style="list-style-type: none"> <li>If the person so becoming entitled shall elect to be registered as holder of the share himself he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share. All the limitations restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	26	<ul style="list-style-type: none"> <li>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> <li>In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the</li> </ul>

			members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company.
			<b>Forfeiture of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	28	<ul style="list-style-type: none"> <li>If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	29	<ul style="list-style-type: none"> <li>The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and state that in the event of non-payment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	30	<ul style="list-style-type: none"> <li>If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	31	<ul style="list-style-type: none"> <li>A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. At any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	32	<ul style="list-style-type: none"> <li>A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay to the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	33	<ul style="list-style-type: none"> <li>A duly verified declaration in writing that the declarant is a director the manager or the secretary of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share The company may receive the consideration if any given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of The transferee shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share.</li> </ul>

<input type="checkbox"/>	<input type="checkbox"/>	34	<ul style="list-style-type: none"> <li>The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.</li> </ul>
			<b>Alteration of capital</b>
<input type="checkbox"/>	<input type="checkbox"/>	35	<ul style="list-style-type: none"> <li>The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	36	<ul style="list-style-type: none"> <li>Subject to the provisions of section 61 the company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum 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.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	37	<ul style="list-style-type: none"> <li>Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose. the holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the company and other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	38	<ul style="list-style-type: none"> <li>The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law its share capital any capital redemption reserve account or any share premium account.</li> </ul>
			<b>Capitalisation of profits</b>
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> <li>The company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the companys reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of</li> </ul>



		39	<p>dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall be applied subject to the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively 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 proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares The Board shall give effect to the resolution passed by the company in pursuance of this regulation.</p>
<input type="checkbox"/>	<input type="checkbox"/>	40	<ul style="list-style-type: none"> <li>Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any and generally do all acts and things required to give effect thereto. The Board shall have power to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation or as the case may require for the payment by the company on their behalf by the application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amounts remaining unpaid on their existing shares Any agreement made under such authority shall be effective and binding on such members</li> </ul>
			<b>Buy-back of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	41	<ul style="list-style-type: none"> <li>Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force the company may purchase its own shares or other specified securities.</li> </ul>
			<b>General meetings</b>
<input type="checkbox"/>	<input type="checkbox"/>	42	<ul style="list-style-type: none"> <li>All general meetings other than annual general meeting shall be called extraordinary general meeting.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	43	<ul style="list-style-type: none"> <li>The Board may whenever it thinks fit call an extraordinary general meeting. If at any time directors capable of acting who are sufficient in number to form a quorum are not within India any director or any two members of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board.</li> </ul>
			<b>Proceedings at general meetings</b>
<input type="checkbox"/>	<input type="checkbox"/>	44	<ul style="list-style-type: none"> <li>No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103.</li> </ul>

<input type="checkbox"/>	<input type="checkbox"/>	45	<ul style="list-style-type: none"> <li>The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	46	<ul style="list-style-type: none"> <li>If there is no such Chairperson or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting the directors present shall elect one of their members to be Chairperson of the meeting.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	47	<ul style="list-style-type: none"> <li>If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their members to be Chairperson of the meeting.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	48	<ul style="list-style-type: none"> <li>In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member.</li> </ul>
			<b>Adjournment of meeting</b>
<input type="checkbox"/>	<input type="checkbox"/>	49	<ul style="list-style-type: none"> <li>The Chairperson may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided in section 103 of the Act it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</li> </ul>
			<b>Voting rights</b>
<input type="checkbox"/>	<input type="checkbox"/>	50	<ul style="list-style-type: none"> <li>Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	51	<ul style="list-style-type: none"> <li>A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	52	<ul style="list-style-type: none"> <li>In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names stand in the register of members.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	53	<ul style="list-style-type: none"> <li>A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll vote by proxy.</li> </ul>

<input type="checkbox"/>	<input type="checkbox"/>	54	<ul style="list-style-type: none"> <li>Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	55	<ul style="list-style-type: none"> <li>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</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	56	<ul style="list-style-type: none"> <li>No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.</li> </ul>
			<b>Proxy</b>
<input type="checkbox"/>	<input type="checkbox"/>	57	<ul style="list-style-type: none"> <li>The instrument appointing a proxy and the power-of-attorney or other authority if any under which it is signed or a notarised copy of that power or authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	58	<ul style="list-style-type: none"> <li>An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	59	<ul style="list-style-type: none"> <li>A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is given Provided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.</li> </ul>
			<b>Board of Directors</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	<ul style="list-style-type: none"> <li>The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them. FIRST DIRECTORS OF THE COMPANY NAMED AS 1) JAYA AYOOG PATERIA 2) SALITA UIKEY 3) JAY ARIYANBISHVAS</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	61	<ul style="list-style-type: none"> <li>The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of the Act the directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	62	<ul style="list-style-type: none"> <li>The Board may pay all expenses incurred in getting up and registering the company.</li> </ul>


<input type="checkbox"/>	<input type="checkbox"/>	63	<ul style="list-style-type: none"> <li>The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	64	<ul style="list-style-type: none"> <li>All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time by resolution determine</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	65	<ul style="list-style-type: none"> <li>Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	66	<ul style="list-style-type: none"> <li>Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.</li> </ul>
		<b>Proceedings of the Board</b>	
<input type="checkbox"/>	<input type="checkbox"/>	67	<ul style="list-style-type: none"> <li>The Board of Directors may meet for the conduct of business adjourn and otherwise regulate its meetings as it thinks fit. A director may and the manager or secretary on the requisition of a director shall at any time summon a meeting of the Board.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	68	<ul style="list-style-type: none"> <li>Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	69	<ul style="list-style-type: none"> <li>The continuing directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum or of summoning a general meeting of the company but for no other purpose.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	70	<ul style="list-style-type: none"> <li>The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	71	<ul style="list-style-type: none"> <li>The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.</li> </ul>

<input type="checkbox"/>	<input type="checkbox"/>	72	<ul style="list-style-type: none"> <li>A committee may elect a Chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the members present may choose one of their members to be Chairperson of the meeting.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	73	<ul style="list-style-type: none"> <li>A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in case of an equality of votes the Chairperson shall have a second or casting vote.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	74	<ul style="list-style-type: none"> <li>All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if every such director or such person had been duly appointed and was qualified to be a director.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	75	<ul style="list-style-type: none"> <li>Save as otherwise expressly provided in the Act a resolution in writing signed by all the members of the Board or of a committee thereof for the time being entitled to receive notice of a meeting of the Board or committee shall be valid and effective as if it had been passed at a meeting of the Board or committee duly convened and held.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	76	<ul style="list-style-type: none"> <li>In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director.</li> </ul>
			<b>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</b>
<input type="checkbox"/>	<input type="checkbox"/>	77	<ul style="list-style-type: none"> <li>Subject to the provisions of the Act A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	78	<ul style="list-style-type: none"> <li>A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.</li> </ul>
			<b>The Seal</b>
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> <li>The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in</li> </ul>

			that behalf and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			<b><i>Dividends and Reserve</i></b>
<input type="checkbox"/>	<input type="checkbox"/>	80	<ul style="list-style-type: none"> <li>The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	81	<ul style="list-style-type: none"> <li>Subject to the provisions of section 123 the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	82	<ul style="list-style-type: none"> <li>The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time think fit. The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	83	<ul style="list-style-type: none"> <li>Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	84	<ul style="list-style-type: none"> <li>The Board may deduct from any dividend payable to any member all sums of money if any presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	85	<ul style="list-style-type: none"> <li>Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.</li> </ul>

<input type="checkbox"/>	<input type="checkbox"/>	86	<ul style="list-style-type: none"> <li>Any one of two or more joint holders of a share may give effective receipts for any dividends bonuses or other monies payable in respect of such share.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	87	<ul style="list-style-type: none"> <li>Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	88	<ul style="list-style-type: none"> <li>No dividend shall bear interest against the company.</li> </ul>
			<b>Accounts</b>
<input type="checkbox"/>	<input type="checkbox"/>	89	<ul style="list-style-type: none"> <li>The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.</li> </ul>
			<b>Winding up</b>
<input type="checkbox"/>	<input type="checkbox"/>	90	<ul style="list-style-type: none"> <li>Subject to the provisions of Chapter XX of the Act and rules made thereunder If the company shall be wound up the liquidator may with the sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the company whether they shall consist of property of the same kind or not. For the purpose aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</li> </ul>
			<b>Indemnity</b>
<input type="checkbox"/>	<input type="checkbox"/>	91	<ul style="list-style-type: none"> <li>Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.</li> </ul>
			<b>Others</b>
<input type="checkbox"/>	<input type="checkbox"/>	92	<ul style="list-style-type: none"> <li></li> </ul>

### Subscriber Details

S. No.	Subscriber Details				
	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated
1	JAYA AYO G PATERIA D 272 SHALIMAR BANGLOW Indor	0*5*4*2*	INDORE		19/12/2024

	e Madhya Pradesh 452010 Indore DDU Nagar Indore India Occupation: Business				
2	JASAMANT VISWAS S/O KANHAI VISHWAS GRAM AAMDOH POST BATKIDHOH Shahpur Madhya Pradesh 460440 Batkidoh Betul India Occupation: Business	A*M*B*4*7*	INDORE	Jasamant Viswas Digitally signed by Jasamant Viswas	19/12/2024
3	PRITISH KUMAR S/O JASWANT BISWAS L.I.G 7/13 BERASIA ROAD VISHWAKARMA NAGAR, KAROND Bhopal Madhya Pradesh 462038 Arwaliya Bhopal India	B*G*K*9*1*	INDORE	Pritish Kumar Digitally signed by Pritish Kumar	19/12/2024
4	JAY ARIYAN BISHVAS S/O TAPAS BISHVAS, D/272 SALIMAR BUNGLOW PARK SUKHLIYA Indore Madhya Pradesh 452010 Sanwer Link Road Indore Indore India Occupation: Business	E*G*B*8*8*	INDORE	JAY ARIYAN BISHVAS Digitally signed by JAY ARIYAN BISHVAS	19/12/2024
5	SALITA UIKEY C/O HARICHAND UIKEY DONGARPURAGRA, DHASAIMAL POST DHAPADA Shahpur Madhya Pradesh 460440 Dhapoda Betul India Occupation: Business	0*5*7*1*	INDORE	Salita uikey Digitally signed by Salita uikey	19/12/2024
6	SUNITI BISWAS W/O JASANT BISWAS 37 AMDOH Shahpur Madhya Pradesh 460440 Batkidoh Betul India Occupation: Business	A*V*B*0*2*	INDORE	Suniti Biswas Digitally signed by Suniti Biswas	19/12/2024
7	DIPEEKA SARKAR W/O SANJEET SARKAR, 01 NUTANDANGA CHIKHAL PATI Shahpur Madhya Pradesh 460440 Chikhalapati Betul India Occupation: Business	O*D*S*2*2*	INDORE	Dipeeka Sarkar Digitally signed by Dipeeka Sarkar	19/12/2024

Signed before me						
Name Prefix (ACA/FCA/ACS/ FCS/ACMA/ FCMA)	*Name of the witness	*Address, Description and Occupation	*DIN / PAN / Passport number / Membership	*Place	DSC	Dated
ACS	YATI MITTAL	B-76, SECOND FLOOR, KIRPAL APARTMENT I.P EXTENSION, NEW DELHI- 110092 OCCUPATION: PRACTICING COMPANY SECRETARY	6*3*8	INDORE	Yati Mittal Digitally signed by Yati Mittal	19/12/2024



## Form No. INC-9



Form language

English  Hindi

### Declaration by Subscribers and First Directors

[Pursuant to Sections 7(1)(c) to the Companies Act, 2013 and rule 15 of the Companies (Incorporation) Rules, 2014]

*Refer instruction kit for filing the form*

*All fields marked in \* are mandatory*

1. \*Name of the Company

JAYA SOLAR ENERGY LIMITED

### 2(a) This declaration is in respect of:

	Having valid DIN	Not having valid DIN
*Total number of first subscribe(non-individual + individual)	2	5
*Number of non-individual first subscriber(s)		0
*Number of individual first subscriber(s) cum director(s)	2	1
*Total number of directors (director(s) who is/are not subscriber(s) + subscriber(s) cum director(s) as mentioned in above Row no. 3)	2	1

**2(b) Authorized persons of non-individual first subscriber(s)**

**Declaration**

**2(b)(i) \*Director Identification Number (DIN)**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

\*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and

\*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years;

I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or

I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and

\*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.

I provide my consent to the proposed conversion of the entity and have no objection to the same.

I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and

I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that sub-section

The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and

All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

2(b)(II) \*Income-tax permanent account number (PAN)

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years;
- I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or
- I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.
- I provide my consent to the proposed conversion of the entity and have no objection to the same.  
I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under
- this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and  
I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it
- intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that subsection.
- The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and
- All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

**2(c) Particulars of individual first subscriber(s) (other than subscriber cum director)**

**2(c)(I) Block 1**

I. \*Director Identification Number (DIN)

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years; and
- I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or
- I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.
- I provide my consent to the proposed conversion of the entity and have no objection to the same.

I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and

I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that subsection.

The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and

All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

\*Income-tax permanent account number (PAN)

AI\*\*\*\*\*2E

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years;
- I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or
- I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.
- I provide my consent to the proposed conversion of the entity and have no objection to the same.

I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and

- I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that subsection.
- The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and
- All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

Salita  
uikey

Digitally  
signed by  
Salita uikey

\*Income-tax permanent account number (PAN)

01\*\*\*\*\*2P

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years;
- I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or  
I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.

I provide my consent to the proposed conversion of the entity and have no objection to the same.

I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and

I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that sub-section.

The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and

All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

Dipeeka Sarkar  
Digitally signed by Dipeeka Sarkar

\*Income-tax permanent account number (PAN)

BU\*\*\*\*\*1F

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years;
- I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or
- I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.

I provide my consent to the proposed conversion of the entity and have no objection to the same.

I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and

I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that subsection.

The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and

All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

Prithish Kumar  
Digitally signed by Prithish Kumar

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

\*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and

\*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years;

I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or

I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and

\*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.

I provide my consent to the proposed conversion of the entity and have no objection to the same.

I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and

I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that subsection.

The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and

All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

Jasaman  
t Viswas

Digitally signed  
by Jasaman  
Viswas



**2(d) Particulars of individual first subscriber(s) cum directors**

**2(d)(I) Block 1**

**\*Director Identification Number (DIN)**

\*\*\*\*\*15

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named

proposed company, hereby solemnly declare and affirm that:

hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years;
  - I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or
  - I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.
- I provide my consent to the proposed conversion of the entity and have no objection to the same.

I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and

- I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that subsection.
- The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and
- All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

Salita  
uikey

Digitally  
signed by  
Salita uikey

\*Director Identification Number (DIN)

\*\*\*\*\*21

**Declaration**

I \* JAYA AYO G PATERIA being the subscriber to the memorandum, of the above-named

proposed company, hereby solemnly declare and affirm that:  
hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years;
  - I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or
  - I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.
- I provide my consent to the proposed conversion of the entity and have no objection to the same.

I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and

- I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that subsection.
- The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and
- All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

JAYA	Digitally signed
AYOG	by JAYA
PATERIA	AYOG
	PATERIA

\*Income-tax permanent account number (PAN)

EZ\*\*\*\*\*8C

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years; and
- I am required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith; or
- I am not required to obtain the Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.
- I provide my consent to the proposed conversion of the entity and have no objection to the same.

I am a member of the company applying for registration under Part I of Chapter XXI of the Companies Act, 2013 and hereby undertake as per Rule 3(4) and Rule 5(i) of Companies (Authorised to Register) Rules that in the event of registration under this Part, necessary documents or papers shall be submitted to the registering or other authority with which the company was earlier registered, within 15 days, for its dissolution, as the case may be. I further undertake that no activity / business shall be carried out in the name and style of the previous / converted entity; and

I declare that the proposed company has its objects in accordance with clause (a) of subsection (1) of section 8 of the Act and it intends to comply with the restrictions and prohibitions as mentioned respectively in clause (b) and clause (c) of that subsection.

The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and

All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

JAY ARIYAN BISHVAS	Digitally signed by JAY ARIYAN BISHVAS
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**2(e) Particulars of directors (other than first subscribers)**

**2(e)(i) Block 1**

**\*Director Identification Number (DIN)**

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.
- The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and
- All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

\*Income-tax permanent account number (PAN)

**Declaration**

I \*  being the subscriber to the memorandum, of the above-named proposed company, hereby solemnly declare and affirm that:

- \*I have not been convicted of any offence in connection with the promotion, formation or management of any company during the preceding five years; and
- \*I have not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the preceding five years; and
- \*All the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of my knowledge and belief.
- The memorandum and articles of association have been drawn up in conformity with the provisions of section 8 and rules made thereunder; and
- All the requirements of Companies Act, 2013 and the rules made thereunder relating to registration of the company under section 8 of the Act and matters precedent or incidental thereto have been complied with

\*DSC

## Form No. INC-33



Form language

English  Hindi

### e-MOA (e-Memorandum of Association)

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013]]

Refer instruction kit for filing the form

All fields marked in \* are mandatory

#### \* Table applicable to company as notified under schedule I of the Companies Act, 2013

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

B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL

D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL

E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF  
ASSOCIATION OF A COMPANY  
LIMITED BY SHARES

#### Table A/B/C/D/E

1 The name of the company is

JAYA SOLAR ENERGY LIMITED

2 The registered office of the company will be situated in the State of

Madhya Pradesh

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

To engage in the business of manufacturing, installing, trading, importing, exporting, and operating in solar energy and solar power generation equipment which shall include but not limited to solar photovoltaic, solar thermal, solar panels, solar chimneys, and any other solar-based devices used in households, industries, and commercial establishments and to engaged in trading, export, and import of power-related equipment and systems and to also oversee and manage the business of transmitting, supplying, distributing, and trading in all forms of energy and power related equipment and goods related specifically to solar energy, including solar photovoltaic, solar thermal, solar panels, solar chimneys, and any other solar-based devices. To establish, operate, maintain power systems and generation stations based on both conventional and non-conventional resources. The company may also lay cables,

wires, accumulators, plants, motors, meters, apparatus, computers, telecommunication and telemetering equipment, and other ancillary activities associated with the main object of the Company.

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

1. To pay out of the funds of the company all expenses which the company may lawfully pay with respect to the promotion, formation and registration of the company or the issue of its capital including brokerage and commission for obtaining application for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the company and to pay for any rights or property acquired by the company and to remunerate any person or company for services rendered or to be rendered in placing of or assisting to place or guaranteeing the placing of shares in the company's capital or any debentures, debenture stock, or other securities of the company or in or about the formation or promotion of the company, or the acquisition of property by the company or the conduct of its business, or otherwise for any of the purposes of the company, whether by cash payment, or by the allotment of shares, debentures, or other securities of the company, credited as paid up in full or part or otherwise

2. To amalgamate, enter into partnership or into any arrangement for sharing profits or losses, union of interest, cooperation, joint venture or reciprocal concession, or with any person or company carrying on or engaged in or about to carry on or engage in, any business or transaction which the company is authorised to carry on or engage in, 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 and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any share, debentures, debenture-stock, or securities that may be agreed upon, and to hold and retain, or to sell, mortgage and deal with any shares, debentures, debentures stock or securities so received.

3. To appoint directors or managers of any subsidiary company or other company in which the company is or may be interested and to take part in the management, supervision and control of the business or operation of any Company or undertaking valuation, including mergers and acquisition.

4. To establish, provide, maintain, conduct research into all problems relating to investment, and business management, distribution, marketing, selling and to collect prepare and distribute information and statistics generally to act as market research consultants and carry out publications and hold seminars, trading programs, surveys.

. To acquire and take over any going concern's business dealing in the products of the company & their intermediates and such other products at any place or places, as carried on by them as a partnership firm, proprietary concern, with all or any of the assets and liabilities of the said concern including imports and other quota, rights, licenses, permits, telephone and all other properties movable immovable and all trades connected thereto, to adopt, become parties to and to enter into such agreements or other deeds, instruments and writing as may be deemed proper and advisable and to agree to make such modification and to give or acquire know-how, technical information, specification data,



methods of analysis to or from any Indian/ Foreign, person/s, Firm/s, Company/ Companies in any part of the world and to establish business branches, offices, research centers, import/export houses and/or to acquire, purchase, hire, manage control superintend either solely or jointly or in collaboration with any Indian and/ or Foreign person/s, Firm/s, Industry/ies, Company/ companies business shop, factory in any part of the world for the purpose of carrying out the objects of the Company.

6. To take all the necessary or proper steps in any legislature (centre or state) or with the authorities, Government, local or municipal bodies or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly carrying out the objects of the Company or effecting any modifications in the construction of the Company or furthering interests of its members and to oppose any steps taken by any person, company which may be considered directly or indirectly to prejudice to all, to be prejudicial to the interests of the Company or its members. But the Company must not act as a trade union.

7. To give directly and indirectly any loan to any person or other body corporates, to give any guarantee or provide security in connection with a loan to any other body corporate or person and to acquire by way of subscription, purchase or otherwise the securities of any other body Corporate in terms of the provisions of the Companies Act.

8. To carry on activities through branches or through agency or any subsidiary company or companies and to enter into any arrangements with such subsidiary outfit for taking the profits and bearing the losses of any business or branch or to

make any other arrangement which may seem desirable under reference including power to close any such business or activity at any time either temporarily or permanently.

9. To buy, sell, transfer, obtain, give on lease, mortgage, grant licenses, easements and other rights in any manner and also deal with or dispose of the undertaking, property, business, assets, rights and effects of the company or any part thereof, for such consideration as the company may think fit.

10. To let on lease or on hire the whole or any part of the real and/

or intangible property of the company on such terms as the Company shall determine. To enter into such arrangements as the company may think proper with any public authority for buildings, chawls and tenements either for the employees of the company or other and upon such terms as the company may think proper.

11. To make donations to such persons or institutions and in such cases and either of cash or any other assets as may be though directly or indirectly conducive to any of the company's objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to this company, and also to subscribe, contribute or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, national, public, cultural, educational or rural upliftment.

12. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or super-annuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions allowances or emoluments to any persons who are or were at any time in the employment or service of the

company, or of any company which is a subsidiary of the company, or of its predecessors in business or of persons having dealings with the company or with any such subsidiary company, or who are or were at any time Directors or officers of the company or of any such other company as aforesaid and the wives, widows, families, dependants and connections of any such persons, and to also establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the company or of any such other company as aforesaid, and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

13. To invest and deal with the surplus moneys for the company in such manner as may from time to time be determined.

14. To open current, demat or other accounts with any banks or merchants, to pay money into and draw money from such accounts and to draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.

15. To undertake and execute any trusts and also to undertake and execute the offices of Executor of the will of any deceased persons, Administrators of any deceased persons, trustee for debenture holders or debenture-stock holders of any company and of receiver, Treasurer, to appoint trustees to hold securities on behalf and to protect the interests of the Company.

16. To enter into any arrangements with any Governments or authorities or

companies, firms, banks, insurers that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Governments or authority, any rights, privileges, licenses and concessions, which the company may consider necessary or desirable to obtain, and to carry out, exercise, use of comply with any such arrangements, rights, privileges or concessions.

17. To insure the whole or any part of the property of the company either fully or partially to protect and indemnify the Company from liability or loss in any respect either fully or partially, and also to insure, and to protect and indemnify any part or portion thereof either on mutual principal or otherwise.

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

19. To appear before any court and appoint legal practitioners, experts and to sue, defend, compound or refer to arbitration any case, dispute of the Company and to appoint legal and technical advisers, as directors may think fit and to appoint bankers, auditors, and such other persons as employees, officers or agents or advisers of the Company as the Directors may deem and think fit, and to pay out of the funds of the Company the necessary expenses of the same.

20. To collect, acquire, preserve, tabulate, distribute, disseminate and publish information and statistics connected with any trade or industry throughout all markets or territories with or

without observations, comments, notes or explanation thereon.

21. To arrange Seminars, Workshops, Guest Lectures in India and abroad in the fields of Management, Information and Technology, Engineering, Scientific, Commercial, Financial, Legal, Secretarial and other nature.

22. To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the company's capital, or any debentures, debenture stock or other securities of the company or in or about the formation or promotion of the company or the conduct of its business.

23. To enter into an agreement with different persons, firms, body corporate or companies, regarding the payment of salary or managerial, executive and other staff by such person, firm, body corporate or companies when their services are given at their disposal.

24. To undertake and execute any trust, the undertakings of which may seem to the company desirable and either gratuitously or otherwise.

25. To acquire and undertake the whole or any part of the goodwill, business, concern undertaking, property rights, assets and liabilities of any person, firm, association, society, Company or corporation carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of this Company or by cash or otherwise, or partly in one way and partly in another or other, and to conduct, expand and develop or wind up and liquidate such business and to purchase and take steps for the acquisition of existing and new licenses in connection with the main business of the Company.

26. To enter into any contracts of guarantee or indemnity, in respect of performance or nonperformance of any contract or engagement to which any person, firm, body corporate, company or corporation is party, whether the company is not a party thereon and to subsidiaries or otherwise assist any person, firm, body corporate, corporation or company, and to guarantee the payment of interest and dividends and repayment of capital in respect of the shares or stock of any corporation or company.

27. To establish, promote, subsidise, and/or otherwise assist any company or companies having similar objects, association or other concern for the purpose of setting up any industry or running any industrial undertaking, acquiring any property for furthering any of the objects of this company.

28. To draw, make, accept, endorse, discount, execute, issue, and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.

29. To hold all or any of the things and the matters aforesaid in any part of the world and act as principles, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either along or in conjunction with other.

30. To apply for, purchase or otherwise acquire and prolong and renew in any part of the world any patents, patent rights, brevets of inventions, trade marks, licenses, protections, concessions and all conferring any exclusive or nonexclusive or limited right to their use of information to any invention process or privileges which may seem capable of

being used for any of the purpose or privileges of the company and to use, exercise, develop or grant licenses or privileges in respect of the property, rights and information so acquired and to carry on any business in any way connected therewith.

31. To carry out search, research, scientific experiments, investigations, testing and works so as to develop products or processes or improve the quality or reduce cost and/or to pay, contribute or do all such acts and things for the purpose of securing any process, patent or invention which the Company may acquire or propose to acquire or deal with.

32. Subject to the provisions of the Companies Act, 2013 to lend money to such persons and on such terms and conditions as may seem expedient with or without security and in particular to customers and others having dealing dealings with the company and to give any guarantee or indemnity as may seem expedient. But the company will not do banking business as defined under the Banking Regulations Act, 1949.

33. Subject to the provisions of Section 73 and other relevant sections of the Companies Act 2013 and rules made there under and Directives of Reserve Bank of India to receive money on deposit with or without allowances of interest, to borrow or raise money with or without security and/or secure the payment of money by mortgage or by the issue of bond mortgages, hypothecation, lien or any other security founded or based or charged upon all or any of the property or rights of the company or in such other manner as the company shall think fit and for the purposes aforesaid to charge all or any of the Company's property or assets movable or immovable liquid or otherwise present secure and

securities of the company by a trust deed or other assurance and redeem, purchase or pay off any such security, provided that the company shall not do banking business as defined in the Banking Regulations Act, 1949.

34. Subject to the provisions of the Companies Act, 2013 to distribute as bonus shares amongst the members or reserve or otherwise apply as the company may from time to time determine any money received in payment of dividends accrued on forfeited shares and money released from the sale by the company of the forfeited shares and money received in payment of dividends accrued on forfeited shares and many released from the sale by the company of the forfeited shares or any money received by way of premium on shares or debentures issued at a premium by the Company to invest any surplus money of the company in such investments (including shares of stock on the company) as may be thought proper and to hold, sell or otherwise deal with such investment.

35. Subject of the provisions of Section 182 of the Companies Act, 2013 to subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific national, public or other institution or objects which shall have any moral or other claims to support or aid by the company either by reasons of locality of operations or of public general utility.

4 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.

5 Every member of the company undertakes to contribute:



(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding \*  rupees.

(iii) The share capital of the company is  rupees, divided into

150000	Equity Share	Shares of	10	Rupees each	
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6

We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

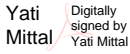
I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

**Subscriber Details**

S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of shares taken	DSC	Dated
1	JASAMANT VISWAS S/O KANHAI VISHWAS GRAM AAMDOH POST BATKIDHOH Shahpur Madhya Pradesh 460440 Batkidoh Betul India Occupation: Business	A*M*B*4*7*	100 Equity,0 Preference	 Digitally signed by Jasamant Viswas	19/12/2024
2	PRITISH KUMAR S/O JASWANT BISWAS L.I.G 7/13 BERASIA ROAD VISHWAKARMA NAGAR, KAROND Bhopal Madhya Pradesh 462038 Arwaliya Bhopal India Occupation: Business	B*G*K*9*1*	100 Equity,0 Preference	 Digitally signed by Prithish Kumar	19/12/2024
3	JAY ARIYAN BISHVAS S/O TAPAS BISHVAS, D/272 SALIMAR BUNGLOW PARK SUKHLIYA Indore Madhya Pradesh 452010 Sanwer Link Road Indore Indore India Occupation: Business	E*G*B*8*8*	100 Equity,0 Preference	 Digitally signed by JAY ARIYAN BISHVAS	19/12/2024
4	JAYA AYOOG PATERIA D 272 SHALIMAR BANGLOW Indore Madhya Pradesh 452010 Indore DDU Nagar Indore India Occupation: Business	0*5*4*2*	100 Equity,0 Preference	 Digitally signed by JAYA AYOOG PATERIA	19/12/2024
5	SALITA UIKEY C/O HARICHAND UIKEY DONGARPURA GRA, DHASAIMAL POST DHAPADA Shahpur Madhya Pradesh 460440 Dhapoda Betul India Occupation: Business	0*5*7*1*	100 Equity,0 Preference	 Digitally signed by Salita uikey	19/12/2024
6	SUNITI BISWAS W/O JASANT BISWAS 37 AMDOH Shahpur Madhya Pradesh 460440 Batkidoh Betul India Occupation: Business	A*V*B*0*2*	100 Equity,0 Preference	 Digitally signed by Suniti Biswas	19/12/2024
7	DIPEEKA SARKAR W/O SANJEET SARKAR, 01 NUTANDANGA CHIKHAL PATI Shahpur Madhya Pradesh 460440 Chikhalpati Betul India Occupation: Business	O*D*S*2*2*	100 Equity,0 Preference	 Digitally signed by Dipeeka Sarkar	19/12/2024
<b>Total shares taken</b>			700 Equity,0 Preference		

**Signed before me**

Membership type of the witness <i>(ACA/FCA/ACS/FCS/ACMA/FCMA)</i>	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	DSC	Dated
ACS	YATI MITTAL	B-76, SECOND FLOOR, KIRPAL APARTMENT I.P EXTENSION, NEW DELHI- 110092 OCCUPATION: PRACTICING COMPANY SECRETARY	6*3*8		19/12/2024

7 Shri / Smt   Of  resident of

aged  years shall be the nominee in the event of death of the sole member.