



प्रारूप 1  
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U80904MH2011NPL212968

2010 - 2011

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

ANIL JINDAL MEMORIAL FOUNDATION

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) की धारा 25 के अधीन आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक तीन फरवरी दो हजार ग्यारह को मेरे हस्ताक्षर से मुंबई में जारी किया जाता है।

Form 1  
Certificate of Incorporation

Corporate Identity Number : U80904MH2011NPL212968

2010 - 2011

I hereby certify that ANIL JINDAL MEMORIAL FOUNDATION is this day incorporated under Section 25 of the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Mumbai this Third day of February Two Thousand Eleven.



*V. Elango*

(V ELANGO VAN)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

महाराष्ट्र, मुंबई  
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

ANIL JINDAL MEMORIAL FOUNDATION

HOUSE NO 29, JINDAL HOUSE, NEW MONDHA ROAD, NEAR BUS STAND,

JALNA - 431203,

Maharashtra, INDIA

**(THE COMPANIES ACT, 1956)**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**U/S 25 OF THE INDIAN COMPANIES ACT, 1956**

**MEMORANDUM OF ASSOCIATION**

**OF**

**ANIL JINDAL MEMORIAL FOUNDATION**

- I. The name of the Company is **ANIL JINDAL MEMORIAL FOUNDATION**.
- II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the Jurisdiction of Registrar of Companies.
- III. The Objects for which the Company is established are:
  - A. **THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:**
    1. To promote healthcare and provide medical aid to all sections of Society and, in particular, the poor and needy sections and, for this purpose, to establish, manage and/or support hospitals, dispensaries, blood banks and like institutions and to provide financial assistance for various treatments including orthopedic and dental care, surgery, neurology, pathology, radiology and other diagnostic facilities and to provide funds to healthcare organizations for programs to improve public health and to establish and run schools of different boards/curricula; including CBSE, ICSE, IGCSE, IB, State Board or any other prevailing board providing pre-primary, primary, middle school, secondary and higher secondary education in India or abroad.

No objects of the Company shall be carried out without permission of the competent authorities whomsoever and no objects of the Company shall be carried out on commercial basis.

B: OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS:

2. Entering into contract with any governmental or non-governmental agency.
3. Providing primary, secondary or tertiary health care services.
4. To establish management institution for providing diploma or degree education.
5. To establish technical institution for providing diploma or degree education in engineering or pharmacy.
6. To provide relief supplies to affected sections of Society in times of natural calamities and to provide need-based financial assistance during lean periods to artisans, craftsmen and artistes and to provide financial assistance to defense personnel and their families affected by war and similar situations.
7. To solicit and receive from private or public or governmental sources gifts, grants, contributions and bequests and the income and proceeds thereof and apply the same in furtherance of the Company's objects.
8. To promote family planning and create awareness on this issue by educating the masses through organizing camps, seminars, exhibitions, features, rallies, programmes and provide financial aid for family planning operations and distribution of family planning instruments.
9. To create awareness on AIDS and to fund research on this issue by educating the masses through organizing camps, seminars, features exhibitions, rallies and programmes.
10. To establish and support any charitable or benevolent association or institution, to subscribe and guarantee money for charitable or benevolent purposes and to grant pensions to officers and employees and ex-officers and ex-employees of the Company and their widows, children and dependents.
11. To acquire, purchase, take on lease or otherwise land and buildings and all other property moveable and immovable, which the Company for the purpose thereof may think proper to acquire to achieve the main objects of the Company.
12. To sell, improve, manage, develop, exchange, lease or let under lease or sublet, mortgage, dispose of or otherwise to deal with all or any part of the property of the Company for the furtherance of the objects of the Company.

13. To construct upon any premises any building or buildings for the purpose of the Company and to alter, add to or improve any building upon such premises for the furtherance of the objects of the Company.
14. To invest the surplus funds of the Company in such deposits, assets, securities, mutual funds or schemes as the Company may determine from time to time and to execute all documents, receipts and transfers that may be necessary in this behalf and earn income thereon for furtherance of the main objects of the Company.
15. To affiliate, admit to membership, aid and to receive aid from any other society, association, company, corporation, firm, partnership, trust or person, promoting or formed or intended to promote any of the objects of the Company and to subscribe to or aid any such society, association, company, corporation, firm, partnership, trust or person with a view to obtain any advantage or benefit for the purpose of the Company and to subscribe to any fund or society as may be considered deserving from time to time.
16. To establish a trust or trusts and/or appoint trustees thereof from time to time and vest the funds and/or surplus income and/or any property of the Company in the trustees who shall hold and deal with the funds, surplus income or property of the company in such manner as may be determined.
17. To amalgamate or take over any association, institution or company having objects similar to or complimentary with the objects of the Company and to make any agreement or arrangement with and/or to carry out any activities in association or collaboration with any other club, association, company or firm or person with objects similar to or complimentary with the objects of the Company.
18. To enter into any arrangement with any government or authority that may seem conducive to the attainment of any of the Company's objects and to obtain from any such Government or authority any rights, privileges, licenses and concessions, which the Company may consider necessary or desirable to obtain and to carry out, exercise, use or comply with any such arrangements, rights, privileges or concessions.
19. To open current and/or other accounts with banks and to pay money into and draw money from such accounts.
20. To give financial assistance and aid by way of rewards, scholarships and prizes in deserving cases for furtherance of the main objects of the Company.
21. To remunerate any person, association or body (not being a member) for services rendered or to be rendered for the Company in furtherance of the objects of the Company.

22. To create and promote enlightened public opinion on various issues affecting the citizens of India.
23. To create awareness and a sense of vigilance and responsibility amongst the citizens of India to achieve the objects of the Company.
24. To obtain any order or license of any government or of any other authority or any act of any legislature for enabling the Company to carry out any of its objects into effects or for effecting any modification of the Company's constitution or for any other purposes which may seem expedient and to oppose any proceedings or application, which may seem calculative to prejudice the Company's interests.
25. To establish branches or appoint agencies or appoint representatives in India and elsewhere in any part of the world for the exchange and distribution of the various services of the Company or for any one or more of the objects of the Company and to regulate and discontinue the same.

Provided that the Company shall not support with its funds or endeavor to impose on or procure to be observed by its members or others any regulations or restrictions which, if an object of the Company, would make it a Trade Union.

C. OTHER OBJECTS: NIL

IV. The objects of the Company shall extend to the WHOLE OF INDIA.

1. The income and property of the Company whensoever derived shall be applied solely for the promotion of its objects as set forth in this Memorandum.
2. No portion of the income or property aforesaid shall be paid or transferred directly or indirectly, by way of dividends, bonus or otherwise by way of profit, to persons who at any time are, or have been, members of the Company or to any one or more of them or to any persons claiming through any one or more of them.
3. Except with the previous approval of the Central Government, no remuneration or other benefit in the money or money's worth shall be given by the Company or to any one or more of them or to any persons claiming through any one or more of them.
4. Except with the previous approval of the Central Government no member shall be appointed to any office under the Company which is remunerated by salary, fees, or in any other manner not excepted by sub-clause (3) above.

5. Nothing in this clause shall prevent the payment by the Company in good faith of reasonable remuneration to any of its officers or servants ( not being members) or to any other person (not being a member) in return for any actually rendered to the Company.
- V. No alteration shall be made to this Memorandum of Association or to the Articles of Association of the Company which are for the time being in force, unless this alteration has been previously submitted to and approved by the Regional Director, Ministry of Company Affairs, Western Region, Mumbai.
- VI. The liability of the Members is limited.
- VII. Each member undertakes to contribute the Assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of debts or liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up, and for adjustment of the rights of contributories among themselves such amount as may be required not exceeding a sum of Rupees Five thousand only.
- VIII. True accounts shall be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, assets and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force, the accounts shall be open to the inspection of the Members. Once, at least in every year, the accounts of the Company shall be examined, and the correctness of the Balance Sheet and the Income & Expenditure account ascertained by one or more properly qualified Auditor/s.
- IX. If upon winding up or dissolution of the Company there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the Company but shall be given or transferred to such other Company having objects similar to the objects of the Company, to be determined by the Members of the Company at or before the time of dissolution or in default thereof, by the High Court of Judicature that has or may acquire jurisdiction in the matter.

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

Sr No.	Name, Address, Description and Occupation of each Subscriber.	Signature of Subscribers	Signature of Witness with the name, address, Description & Occupation
1	<p><b>Banarasidas Jindal</b> S/o Ramkishan Jindal R/O Near Hawaldar Hospital, Sambhaji Nagar, Jalna, Maharashtra – 431203</p> <p>Occ:- Business</p>	Sd/-	<p><b>Neha P. Agrawal</b> D/o Pankaj R/O 11 – B, Konark Estate, Osmanpura, Aurangabad – 431 001 Occ:- Practicing Company Secretary</p>
2	<p><b>Naresh Jindal</b> S/o Banarasidas Jindal R/O Near Hawaldar Hospital, Sambhaji Nagar, Jalna, Maharashtra – 431203</p> <p>Occ:- Business</p>	Sd/-	

Place : JALNA  
Date : 02-09-2010

(THE COMPANIES ACT, 1956)

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

**ANIL JINDAL MEMORIAL FOUNDATION**

**INTERPRETATION**

1. The Articles contained here in so far as they are not repugnant to the articles contained in Table (C) of Schedule I to the Companies Act, 1956 shall be the Articles of the Company and subject to these, the articles contained in Table (C) shall apply to the Company. In the interpretation of these Articles, the following expression shall have the following meanings unless repugnant to the subject or context:
  - i. "The Company" means "ANIL JINDAL MEMORIAL FOUNDATION".
  - ii. "These Articles" means and include the Articles of Association of the Company from time in force.
  - iii. "The Act" or "The said Act" means "The Companies Act, 1956" or any statutory modification or re-enactment thereof for the time being in force.
  - iv. "The Board of Directors" or "Board" means a meeting of the Directors duly called and constituted or as the case may be the Directors assembled at a Board, or the requisite number of Directors entitled to pass a circular resolution in accordance with these Articles.
  - v. "The Managing Director" means the Managing Director or managing Directors for the time being.
  - vi. "Month" means a calendar month.
  - vii. "These presents" means the Memorandum of Association and these Articles of Association as originally framed or the Regulations of the Company for the time being in force.
  - viii. "Seal" means the Common Seal for the time being of the Company.
  - ix. "In Writing" and "Written" shall include printing, lithography or part printing and lithography and any

other mode of representing or reproducing words in visible form.

- x. The words importing singular number shall include the plural number and vice versa.
- xi. "Rules and Regulations" means and include Rules and Regulations of the Company for the time being in force.
- xii. "The Office" means the Registered Office of the Company for the time being.
- xiii. Subject as aforesaid and except where the subject or the contest otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Companies Act as in force at the date on which these regulations become binding on the Company.

#### PRIVATE COMPANY

- 2. The Company is a private Company within the meaning of Sections 2(35) and 3 (1) (iii) of the Companies Act, 1956 limited by guarantee and not having a share capital and accordingly it:
  - a) restricts the right to transfer its membership,
  - b) limits the number of members of the Company (not including persons who are in the employment of the Company and persons who having been formerly in the employment of the Company were members of the Company while in that employment and have continued to be members after the employment ceased) shall not exceed fifty, but where two or more persons hold one or more shares in the Company jointly, they shall for the purposes of this paragraph be treated as single member.
  - c) prohibits any invitation to the public to subscribe for any shares in or debentures of the Company
  - d) prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.
- 3. Subject to the provisions of the Companies Act, 1956, and unless and until otherwise determined by the Company the number of Directors shall not be less than two or more than twelve.
- 4. The First Directors of the Company shall be:
  - **BANARASIDAS JINDAL**
  - **NARESH JINDAL**

The members of the Company shall elect the subsequent Directors of the Company.

5. 1/3<sup>rd</sup> of the Members of the Board of Directors shall retire by rotation every year and shall eligible for seeking re-appointment.
6. The Board shall have power at any time and from time to time to appoint any other qualified person to be an additional Director, provide that the total number of Directors shall not at any time exceed the maximum fixed under the Articles. Any such additional Director shall hold office only up to the date of the next Annual General Meeting but shall be eligible for re-appointment as a Director.
7. The Board shall have power at any time and from time to time to appoint any person to be a Director to fill up a casual vacancy. Any person so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would hold office if it has not been vacated by him.

#### **APPROVAL OF NEW MEMBERS**

8. The Board of Directors may, as and when it deems fit, invite any person or persons from amongst the members of the Associations or other prominent persons to become a member of the Company.
9. Such person upon accepting the invitation shall communicate in writing, such acceptance.
10. All such members upon admission shall contribute Rs. 5000/- (Rupees Five Thousand only) to the Corpus of the Company. They will remain Members of the Company for life unless their membership ceases as specified under Article 13 and /or Article 14.
11. A Member of the Company shall be entitled:
  - a) To obtain gratis publications of the Company.
  - b) To the free use of the Company Library.
  - c) To vote at all meetings of the Company.
  - d) To be elected to the Board of Directors or any committee of the Company.
  - e) To one vote.

#### **REGISTER OF MEMBERS**

12. The Company shall maintain a Register of Members if the Company containing the names of members. All changes in

the names of the members and their addresses, etc. are to be notified in writing to the Board of Directors immediately.

#### **CESSATION OF MEMBERSHIP OF THE COMPANY**

13. A member shall ipso facto, cease to be member of the Company if:
- a) In the case of the member being an individual, he dies or is adjudged an insolvent or is found to be of unsound mind by a court of competent jurisdiction or is convicted of any offence involving moral turpitude or is disqualified under Section 203 of the Companies Act, 1956.
  - b) He has resigned in writing.

#### **EXPULSION OF MEMBERS OF THE COMPANY**

14. The Company reserves to itself the right of expelling any of its members in case he does any act or pursues any conduct that is either in contravention of the Articles of the Company or is detrimental to its interest or for any other good or sufficient reasons for which, in the opinion of the Board of Directors, it is thought desirable to remove the Member from the membership of the company by passing a special resolution at a meeting of the Board.

#### **MEETING OF THE MEMBERS OF THE COMPANY**

15. There shall be held a General Meeting of the members of the Company, which shall be called the Annual General Meeting (AGM), within six months of the close of the financial year of the Company to transact the following business :
- f) To receive the Report of the Board of Directors of the Company and also the Audited Statement of Accounts of the Company.
  - g) To appoint directors in place of directors retiring by rotation.
  - h) To elect Auditors of the Company.
  - i) To transact such other business as may be specified in the Notice of the meeting, which shall be sent to the members at least 14 clear days before the date of the meeting.
16. An Extraordinary General Meeting of the Members may also be called by requisition by the Members by giving notice to the Board of the matters to be passed at such meeting. The business of such meeting shall be confined to the matter specified in such notice.

17. Any General Meeting, whether Annual or Extra Ordinary, may be called by giving not less than 14 clear days notice in writing to the members specifying therein the day, place, hour and objects of the meeting provided a general Meeting may be called after giving a shorter notice than that is specified here in above if consent is accorded thereto by all the members entitled to vote at the meeting.

#### **CHAIRMAN**

18. The first Chairman of the Company shall be Mr. Banarasidas Jindal and the Board of Directors thereafter shall elect every subsequent Chairman.

#### **VOTING AT THE MEETINGS**

19. Every resolution placed before the meeting shall be decided by show of hands, and in case of a tie the Chairman shall be entitled to a second or casting vote.

#### **POWERS AND DUTIES OF DIRECTORS**

20. The management and control of the business of the Company shall be vested in the Directors who may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not by the Act expressly directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and to any regulations from time to time made by the Company in General Meeting, provided that no regulations so made shall invalidate any prior act of the Director which would have been valid if such regulation had not been made.
21. Every Director who is any way, whether directly or indirectly concerned or interested in a contract or arrangement shall disclose the nature of his concern or interest at a meeting of the Board, such disclosure should be made at the first meeting of the Board held after the Director becomes concerned or interested or at the meeting of the Board at which such contract or arrangement is taken into consideration. A General Notice given to the Board by a Director to the effect that he is a Director or member of a particular company or firm and is to be regarded as concerned or interested in such contract or arrangement shall be deemed to be sufficient disclosure. But, if any such notice expires at the end of the financial year in which it is given, it may be renewed for a further period of the financial year, or by a fresh notice given in the last month of the financial year in which it could otherwise expire.
22. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of the business. Question arising at any Board Meeting shall be decided by majority of votes. A meeting of the Directors shall be held at least once in every six calendar months.

The members of the Company shall elect the subsequent Directors of the Company.

5. 1/3<sup>rd</sup> of the Members of the Board of Directors shall retire by rotation every year and shall be eligible for seeking re-appointment.
6. The Board shall have power at any time and from time to time to appoint any other qualified person to be an additional Director, provide that the total number of Directors shall not at any time exceed the maximum fixed under the Articles. Any such additional Director shall hold office only up to the date of the next Annual General Meeting but shall be eligible for re-appointment as a Director.
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  - b) He has resigned in writing.

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14. The Company reserves to itself the right of expelling any of its members in case he does any act or pursues any conduct that is either in contravention of the Articles of the Company or is detrimental to its interest or for any other good or sufficient reasons for which, in the opinion of the Board of Directors, it is thought desirable to remove the Member from the membership of the company by passing a special resolution at a meeting of the Board.

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- f) To receive the Report of the Board of Directors of the Company and also the Audited Statement of Accounts of the Company.
  - g) To appoint directors in place of directors retiring by rotation.
  - h) To elect Auditors of the Company.
  - i) To transact such other business as may be specified in the Notice of the meeting, which shall be sent to the members at least 14 clear days before the date of the meeting.
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17. Any General Meeting, whether Annual or Extra Ordinary, may be called by giving not less than 14 clear days notice in writing to the members specifying therein the day, place, hour and objects of the meeting provided a general Meeting may be called after giving a shorter notice than that is specified here in above if consent is accorded thereto by all the members entitled to vote at the meeting.

#### **CHAIRMAN**

18. The first Chairman of the Company shall be Mr. Banarasidas Jindal and the Board of Directors thereafter shall elect every subsequent Chairman.

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#### **POWERS AND DUTIES OF DIRECTORS**

20. The management and control of the business of the Company shall be vested in the Directors who may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not by the Act expressly directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and to any regulations from time to time made by the Company in General Meeting, provided that no regulations so made shall invalidate any prior act of the Director which would have been valid if such regulation had not been made.
21. Every Director who is any way, whether directly or indirectly concerned or interested in a contract or arrangement shall disclose the nature of his concern or interest at a meeting of the Board, such disclosure should be made at the first meeting of the Board held after the Director becomes concerned or interested or at the meeting of the Board at which such contract or arrangement is taken into consideration. A General Notice given to the Board by a Director to the effect that he is a Director or member of a particular company or firm and is to be regarded as concerned or interested in such contract or arrangement shall be deemed to be sufficient disclosure. But, if any such notice expires at the end of the financial year in which it is given, it may be renewed for a further period of the financial year, or by a fresh notice given in the last month of the financial year in which it could otherwise expire.
22. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of the business. Question arising at any Board Meeting shall be decided by majority of votes. A meeting of the Directors shall be held at least once in every six calendar months.

29. The Board of Directors may appoint one or more sub-committee of the Board, consisting of Directors for specific subjects or branches of activity by passing a resolution in the meeting of the Board and delegate such powers to the sub-committee, as it thinks fit. The decisions taken in the meetings of such sub-committees shall be noted at the next meeting of the Board immediately held after it.
30. The Company shall have a Common Seal and the Board shall provide for the safe custody thereof. The Seal shall be affixed to any instrument, only by the authority vide a resolution of the Board or any Director authorised by it that behalf or such other person as the Board may appoint and such person shall sign every instrument, to which the Seal of the Company is so affixed in his presence.

#### **MINUTE BOOKS**

31. The Board of Directors shall keep or cause to be kept regular books in which the minutes of the proceedings of the meetings of the Company, the Board of Directors, Committees of the Board will be recorded. Minutes of the meetings of the members shall be open for inspection during the usual business hours by any member of the Company on giving at least 48 hours prior notice to the Board of Directors and such member shall also be entitled to take extracts thereof, as may be thought fit by the Board.

#### **ACCOUNTS & AUDIT**

32. In accordance with the provisions of the Companies Act, 1956 and exemption if any notified by the Central Government the Accounts of the company shall be maintained regularly and at least once in every year the same shall be audited by Auditors appointed at the Annual General Meeting for this purpose.

#### **INDEMNITY**

33. Every Director or Officer or Agent, for the time being, of the Company shall be indemnified in respect of all acts done by them on behalf of the Company in good faith and no Director or Officer or Agent shall be liable for an act done by another Director or Officer or Agent.

#### **ALTERATION IN THE ARTICLES**

34. No alteration or addition shall be made to the Articles of Association of the company save and except by way of a special resolution passed at a meeting of the Members of Company convened by giving a notice of not less than 14 clear days, provided that the said alteration and/or addition has been previously approved by the Regional Director.

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

Sr No.	Name, Address, Description and Occupation of each Subscriber.	Signature of Subscribers	Signature of Witness with the name, address, Description & Occupation
1	<p><b>Banarasidas Jindal</b> S/o Ramkishan Jindal R/O Near Hawaldar Hospital, Sambhaji Nagar, Jalna, Maharashtra – 431203</p> <p>Occ:- Business</p>	Sd/-	
2	<p><b>Naresh Jindal</b> S/o Banarasidas Jindal R/O Near Hawaldar Hospital, Sambhaji Nagar, Jalna, Maharashtra – 431203</p> <p>Occ:- Business</p>	Sd/-	<p><b>Neha P. Agrawal</b> D/o Pankaj R/O 11 – B, Konark Estate, Osmanpura, Aurangabad – 431 001 Occ:- Practicing Company Secretary</p>

Place : JALNA

Date : 02-09-2010