



प्रारूप 1

पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U73100BR2013NPL020306

2013 - 2014

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

MATHURAM SWASTHA EVEM SHIKSHAN SANSTHAN

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 नौ मई दो हजार तेरह को पटना में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U73100BR2013NPL020306

2013 - 2014

I hereby certify that MATHURAM SWASTHA EVEM SHIKSHAN SANSTHAN is this day incorporated under Section 25 of the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given at Patna this Ninth day of May Two Thousand Thirteen.

Validity unknown
Digitally signed by
Name: D.Y. Patil
Date: 2013.05.09 15:29
DN: cn=D.Y. Patil, o=DR. D.Y. PATIL PUSHPALATA PATIL INTERNATIONAL SCHOOL, PATNA

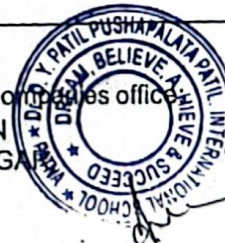
Registrar of Companies, Bihar

कम्पनी रजिस्ट्रार, बिहार

*Note: The corresponding form has been approved by Uttam Sitaram Patole, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office
MATHURAM SWASTHA EVEM SHIKSHAN SANSTHAN
BRAHAMPUR, P.O.- NEW JAGANPUR, SUBHASH NAGAR
PATNA - 800027,
Bihar, INDIA



Principal

DR. D.Y. PATIL PUSHPALATA PATIL INTERNATIONAL SCHOOL, PATNA

The Companies Act, 1956
SECTION 25 COMPANY LIMITED
BY SHARES

MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
MATHURAM SWASTH EVEM SHIKSHAN SANSTHAN

Principal
DR. D.Y. PATEL
PUSHAPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-27

THE COMPANIES ACT, 1956

**COMPANY LIMITED BY SHARE
INCORPORATED UNDER SECTION 25 OF 'THE COMPANIES
ACT, 1956.**

**MEMORANDUM OF ASSOCIATION
OF**

MATHURAM SWASTH EVEM SHIKSHAN SANSTHAN

- I. The name of the Company is **MATHURAM SWASTH EVEM SHIKSHAN SANSTHAN**
- II. The Registered Office of the Company will be situated in the State of BIHAR.
- III. The objects for which the Company is established are :-
 - A. The main objects of the company to be pursued on its incorporation are :-
 1. To Promote establish and run institutions for imparting general, academic, social, scientific, commercial, technical and medical or any other type of education for the benefits of general people.
 2. To seek, indentify, evaluate , select , plan and arrange for the all round development of children with special emphases on the children of ex-servicemen, economically and socially weaker section of the society by opening Schools, Colleges, Technical and Professional Institutions for the welfare of public at large and monitor the usage of funds carry out performance evaluations and obtain reports on a regular basis; to ensure that recipients are transparent in their reporting, keep records and document evidence, and make these available to givers (donors) regularly; and to ensure that donors have access to information regarding how their contributions were utilized; to provide professional inputs, support and training as and when required to welfare organizations and donors and to create forums for workshops, seminars, meetings between donors and welfare organizations.
 3. To open and run institutions and classes for vocational courses such as Travel & Tourism, Nursing & Hospital Management, Electronics, Computer, Library Science, Management Courses, Export Management, Material Management, Garments Making, Hair Dressing & Beauty Culture, Short hand & Typewriting etc..



Principal
DR. D.Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-2

4. To establish and manage Institutions like School, Colleges, libraries, Hostels, Nursing School/College, Hostels, Gymnasiums, Reading Room, Residential Quarters, Dispensaries, Primary Health Centre, Health Club with view to further cause of liberal educations in different faculties of Arts, Science, Commerce in a manner that will effectively conserve, safe guard, Preserve, Promote, distinct language, culture and religion and be conductive to the advancement, promotion and the progress of the students without distinction of caste or creed and also to establish and manage Health & Medicine centre and ambulance services.
5. To plan and arrange for the all round development Health & Education of children with special emphasis on the children of ex-servicemen, economically and socially weaker

B. OBJECTS INCIDENTAL OR ANCILLIARY TO THE ATTAINMENT OF THE MAIN OBJECTS :-

1. To raise funds through activities and sources including, but not limited to events, programs, charity shows, donations, corpus and recurring grants from government and other sources, one-off contributions, or on their behalf and to disburse funds raised through such individuals and organizations working for the welfare of public at large, who have been identified and selected for this purpose.
2. To carry out and enter into all types of contracts in connection with the main objects.
3. To incur debts and obligations for the conduct of any business of the Company and to purchase or hire goods, materials or machinery on credit or otherwise for and business or purpose of this Company.
4. To make advances upon or for the purchase of land, buildings, houses, offices, flats, apartments, shops and/or construction thereof or for materials, goods machinery and stores required for company's activities.
5. To improve, manage, work develop, attar, exchange, lease, mortgage, turn to account, abandon, or otherwise deal with all or any part of the property, rights and concessions of the Company, and to manufacture any articles or render any services with utilization of machineries, equipments and assets belonging to the Company.
6. To acquire or amalgamate with any other Company whose objects include objects similar to these of this Company, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking subject to liabilities of this or any such other Company as aforesaid, with or without winding up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all the shares or stock of this or any such other company as aforesaid, or by partnership or in any other manner and to acquire the properties and or business of any persons having dealings with the Company, in settlement of the Company.



Principal
DR. D.Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-2
Atul

7. To be interested in promote and undertake the formation and establishment of such institutions, business companies as may be considered to be conducive and interest of the Company in any part of the World.
8. To enter into any agreement with any Government or authorities (municipal, local or otherwise) or any corporations, companies, or persons, or any cooperative society or organization or institutions in any part of the World which may seem conducive to the Company's object or any of them and to obtain from any such Government authority corporation, company or person any contracts, rights, moneys, privileges and concessions which the Company may think desirable and to carry out, exercise and comply with any such contracts, rights, privileges and concessions.
9. To obtain any Act of Central or state Legislature, provisional order, license or autonomous body or authority for enabling the Company to carry out any of its objects into effect or for affecting any modification of the Company constitution, or for other purposes which may seem expedient and to oppose any proceedings or application which may seem calculated directly or indirectly or prejudice the Company's interest/s.
10. To pay all the costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of any company and the issue of its capital including costs, charges, expenses of negotiations and contracts and arrangements made prior to and anticipation of the formation and incorporation of the Company.
11. To undertake and execute any trusts, the undertaking whereof may seem desirable either gratuitously or otherwise.
12. To open account or accounts with any individual firm or company or with any bank or banks and to pay into and to withdraw moneys from such account or accounts.
13. To establish and support or aid in the establishment of and support associations, institutions, companies, societies, funds, trusts and conveniences for the benefit of the employees or ex-employees or of persons having dealings with the Company on the dependents, relatives or connections of such persons and in particular friendly or other benefit societies and to grant pensions, allowances, gratuities and bonuses either by way of annual payments or by way of lump sum and to make payments towards insurance and to form and contribute to provident and benefit funds, to or such persons.
14. To provide for the welfare of employees of the Company and the wives, widows and families or the dependents or connections of such persons by building or contribution to the building of houses or dwelling or quarters or by grants of money, pensions, gratuities, allowances, bonuses, or benefits or any other payments or by creation and from time to time subscribing or contributing to provident funds and other associations, institutions, funds, or other schemes or trusts and by providing or subscribing or contribution towards instruction, recreation,



Handwritten signature

hospitals and dispensaries, medical and other attendance and assistance as the Company shall think fit.

15. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation 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 and the wives, widows, families and dependents of any such persons, and also to establish and subsidies and subscribe to any institutions, associations, clubs or funds calculate to be for the benefit of or advance the interest 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 person as aforesaid and do any matters aforesaid either alone or in conjunction with any such other company as aforesaid.
16. In relation with the business of the Company to guarantee the payment of money secured or unsecured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stocks, contracts, mortgages, obligations, instruments and securities of any Company or any authority, supreme, municipal local or otherwise or of any person howsoever, whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations.
17. To employ experts to investigate and examine into the conditions, prospects, value character and circumstances of any business concerns and undertakings having similar objects and generally of any assets, property or rights.
18. To create any Depreciation Fund, reserve Fund, Insurance Fund or any other Special Fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company, or for any other purpose conducive to and in the interest of the Company.
19. To establish a Fund/Funds for carrying out any one or more the objectives of the Company.
20. To apply to the government, public bodies, Urban, Local, Municipal District and other bodies, corporations, companies or other persons for and to accept grants of money, equipment land, buildings, donations, gifts, subscriptions and other assistance with a view to promoting the objects of the company and to conform to any proper conditions on which such grants and other payments may be received.
21. To appeal, solicit, receive or accept any gifts (s) or donation (s) or contribution (s) in cash or in kind from any person or persons or firm (s) or company or other, on such terms and conditions and subject to the law of land for the furtherance of the objects and constitutions of Company or for any one or more of them, not inconsistent with the objects and constitutions of the Company and which may be referred to the Managing Committee.



Principal
DR. D. S. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-27

Aksh

22. To refer to or agree to refer any claims, demands, disputes or any other question by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representatives, or between the Company and third parties, to arbitration and to observe and perform and to do all acts, matters and things to carry out or enforce the awards.
23. To establish, settle, promote, form, undertake or to execute any public charitable or welfare trusts for the benefit of employees, ex-employees, directors, their dependents and general public or for the development and advancement of any activity in the field of education, healthcare, public welfare, science, for their benefit.
24. To transfer employees of any category or grade, from and to any institution, division or organization established, owned, managed, assisted, financed or promoted by the Company.
25. To apply, approach, purchase, tender, auction, hold, protect, prolong, work, use or otherwise to acquire, renew, or dispose off in any part of the world, any patents, copyrights, trade secrets, secret processes, information know-how, formulae, inventions, trademarks, mono, logos, designs, designs, licenses, concessions and the like, conferring any absolute, exclusive, non-exclusive, limited, temporary or permanent rights to work the same and to use, develop, exercise or grant license in respect of, or turn to account the property, rights or information so acquired and to expend money in experimenting upon or testing or improving such patents, inventions, rights, designs or information.
26. To retain or employ skilled professionals or advisors in connection with the objectives of the Company and to pay professional fees or remuneration as may be through fit to those who are not members of the Company.
27. To pay all expenses preliminary or incidental to the Company and its registration either in cash or by issue of securities or partly in one or partly in any other manner.
28. To incorporate, float, form, constitute and promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for carrying on any activity which this Company is authorized to carry on or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

(C) OTHER OBJECTS:-NIL

Provided that the Company shall not support its funds or Endeavour to impose on or procure to be observed by its members or any other negotiation or restriction which, if any, object of the company would make it trade union.

Principal
DR. D.Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL PATNA-27

IV. The objects of the Company extend to the whole of India.

- A. The income and property of the Company, whosoever derived shall be applied solely for the promotion of its objects as set forth in this memorandum.
 - B. No portion of the income or property aforesaid shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise by way of profit to persons who, at any time are, or have been members of the Company or to anyone or more of them or to any person claiming through anyone or more of them.
 - C. Except with the previous approval of the Central Government, no remuneration or other benefit in money or money's worth shall be given by the company to any of its members whether officers or servant of the Company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the Company.
 - D. Except with the previous approval of 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 accepted by the above-mentioned para.
 - E. 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 persons not being a member in return for any services actually rendered to the Company.
- VI. 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 enforced unless the alteration has been previously submitted to, and approved by the Registrar, Ministry of Corporate affairs at Patna.
- VII. The liability of the members is limited.
- VIII. The Authorized share capital of the Company will consist of Rs. 10,00,000/- [Rs TEN LAKH ONLY] divided into 100,000/- Equity Share of Rs 10/- each.
- IX. True accounts shall be kept of all sums of money received and expended by the company and the matters in respect in which such receipt and expenditure take place and to the property, creditors and liabilities of the Company; and subject to a reasonable restriction as to the time and manner of inspecting to same that may be imposed in accordance with the regulation 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 and Expenditure accounts ascertained by one or more properly qualified auditor/auditors.



Principal
DR. D.Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-2
Amen

- X. If upon an 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 this Company, to be determined by the members of this company at or before the time of dissolution or in default thereof by the high court/adjudicator that has or may acquire jurisdiction in the matter.



Dr. D. Y. Patil
Principal
DR. D. Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA.

We the several persons, whose names, addresses and description are subscribed here under, 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 section 25 company set opposite to our respective names.

Name, Address description and occupation of subscribers and his/her father's /husband's Name.	Signature of the Subscriber.	Name, Addresses Occupation and Description of Witnesses and his / her Father's husband's name.
1. Prem Ranjan Kumar S/o - Late Mathura Singh R/o - Brahmputra New, P.O - Jagarputra, Subhash Nagar Patna - 800027. (Bihar) DIN : 05172490	प्रेम रंजन कुमार Prem Ranjan Kumar	<p>WITNESS TO THE ABOVE NAMED SIGNATORIES</p> <p><i>[Signature]</i> C.A. SATENDRA KUMAR (M.A. 510260) 10, 1st Floor Shambhuknath Plaza Kirti Vihar Marg, Patna, Bihar (Bihar)</p>
2. Amarendra Mohan Singh S/o - Ram Bir Singh R/o - Brahmputra, New Subhash Nagar Hariman Nagar, Kankarbagh Patna - 800027. (Bihar) DIN : 06966396	अमरेंद्र मोहन सिंह	
3. Pooja Singh D/o Umashankar Singh R/o - Brahmputra P.O - New Jagarputra Subhashnagar. Patna 800027 (Bihar)	पूजा सिंह	
4. Tilottama Devi O/o - Anupam Singh R/o - Adarsh colony, Khemuchak, Anchal - Khemuchak District - Patna - 800027 (Bihar)	तिलोत्ता देवी	
TOTAL		
		Principal DR. D.V. PATHI, BUSTANPUR

Dated the Day of , 2013.

Place : Patna



DR. D.Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-27

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
INCORPORATED UNDER SECTION 25 OF 'THE COMPANIES ACT, 1956'
ARTICLES OF ASSOCIATION
OF
MATHURAM SWASTH EVEM SHIKSHAN
SANSTHAN

PRELIMINARY

1. Table A to Apply

The regulations contained in the Table A, in Schedule 1 to the Companies Act, 1956 shall apply to this Company, except in so far as the same are expressly or impliedly excluded or inapplicable to the Company by the regulations contained herein or by any special resolution of the Company or otherwise.

2. Interpretation

The headings hereto shall not affect the construction thereof in these articles, even if there is something in the subject or the context inconsistent herewith.

- a) The "Act" means the Companies Act, 1956 or statutory modification or re-enactment thereof for the time being in force.
- b) The "Articles" means these Articles of Association as originally framed or as altered from time to time.
- c) The "Seal" means the Common Seal for the time being of the Company. Unless the context otherwise requires, words or expressions contained in this regulations shall bear the same meaning as in the Act or any statutory modifications thereof.
- d) Byelaws of the Company means Byelaws as framed by the Board of Directors and altered from time to time.
- e) Words importing the singular number include plurals and vice versa. Indication male include female.

3. The Company, is Private Limited Company within the meaning of section 3(1)(iii) of the Companies Act, 1956 and accordingly:

4. Capital

The authorised share capital of the Company shall be as per paragraph V of the Memorandum of Association of the Company with power to increase or reduce the share capital and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, or such other rights, privileges or conditions as may be determined in accordance with the regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may be provided by the regulations of the Company and consolidate, sub-divide the shares and issue shares of higher or lower denomination.

SHARE CAPITAL

5. Division of Capital

The authorised Share Capital of the Company shall be as per paragraph V of the Memorandum of Association of the Company with powers to increase or reduce to Share capital and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred or such other rights, privileges or conditions as may be determined in accordance with the regulation of the Company and to vary, modify abrogate any such rights, privileges or conditions in such manner as may be provided by regulations of the Company and consolidate or sub-divide the shares and issue share of higher of lower denomination.

- a) The number of members of the Company (exclusive of persons who having been formally in the employment of the company, were members of the Company while in that employment and have continued to member after the employment ceased) shall be limited to 50, provided that 2 or more persons hold one or more shares in the Company jointly, they shall for the purpose of this may be treated as single member.
- b) Any invitation to the public to subscribe for any shares in or debentures of the Company is hereby prohibited.
- c) The right of transfer to his or her shares shall be restricted.
- d) Prohibit any invitation or acceptance of deposit from the persons other then members, directors or their relative.

6. General Authority

Wherever in the Companies Act, 1956 it has been provided that the company shall have any right, privilege or authority if, or that the Company cannot carry out any transaction unless, the Company is so authorized by its Articles, these Articles hereby authorize and empower the Company to have such rights, privilege or authority and to carry out such transaction as have been permitted by the Companies Act, 1956.

7. Share at the disposal of Directors

The shares shall be under the control of the Directors who may allot or otherwise dispose of the same or any of them to such persons, in such proportions and on such terms and conditions and at par at, premium or at discount (subject to the provisions of the Act) as they may from time to time think proper.

8. Calls

The Directors may, from time to time, make calls upon the shareholders for any money unpaid on the shares in any manner, as may be fit.



Principal

DR. D.Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-27

AKL

9. How far new shares to rank with shares in the original

Except as otherwise provided by the conditions of issue or by these presents, any capital raised by creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to payment of calls and installments, transfer and transmission for future, lien, voting rights and otherwise.

10. First named person deemed sole holder

If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regards voting at meetings, service of notice and all or any matters connected with the Company, except the transfer of share and any other matters herein otherwise provided, be deemed to be sole holder thereof but joint holders of the shares shall be severally as well as jointly liable for the payment of all deposits, installments and calls due in respect of such shares and for all incidents thereof according to the Company's regulations.

11. Directors may allot shares for consideration other than cash

The Board may issue and allot shares in the Capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied or for service rendered to the Company in or about the conduct of the Company's business and shares to be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid up shares.

12. Liability of Members

Every member or his heirs, executors, administrators, assigns or other representatives shall pay to the Company the portion of the capital represented by his share or shares which may for the time being remain due and unpaid thereon in such amounts, at such time or times and in such manner as the Board shall from time to time in accordance with the Company's regulations require the payment thereof and so long as any money remain due, owing and unpaid to the Company by any member on any account, such member shall not be entitled at the option of the Board, to exercise any rights or privileges.

TRANSFER AND TRANSMISSION OF SHARE

13. Restriction of transfer of share

Save as herein after provided no share shall be transferred to a person who is not a member of Company so long as any Member or any person selected by the Directors as one whom it is desirable in the interest of the Company to admit to membership is willing to purchase the same at the fair value.

14. Directors discretion to decline registration of any transfer

The Directors may at any time in their absolute and uncontrolled discretion and without assigning any reason whatsoever decline or acknowledge any proposed transfer of shares and their power or discretion to refuse such transfer shall not be affected by the fact that the proposed transferee is already a registered member of the Company. Without prejudice to the generality of the aforesaid power, the Directors may in particular so decline in any case in which the Company has a lien upon the shares [or any of them] or whilst any shareholder executing the transfer is either alone or jointly with any person or persons indebted to the Company on any account whatsoever, or whilst any moneys in respect of the shares desired to be transferred [or any of them] remain unpaid or unless the transferee is approved by the Board. The registration of the transfer shall be conclusive evidence of the approval of the transferee by the Board.



Principal
DR. D.Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-2

Atal

15. Transfer of shares how to be made

Except where the transfer is made pursuant to Article 20, the person proposing to transfer any share [hereinafter called proposing transferor] shall give notice in writing [hereinafter called the Notice] to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value of the shares, and shall constitute the Directors as agent for the sale of the shares to any member of the Company or person selected as aforesaid willing to purchase the shares [hereinafter called the Purchasing Member] at a price so fixed or at the option of the purchasing member at the fair value to be fixed in accordance with Article 17 hereinafter appearing. A transfer notice may include several classes and in such case it would operate as if it were a separate notice of each share. A transfer notice shall not be revoked except with the sanction of the Directors.

16. Shares comprised in the transfer notice how to be dealt

Except where the transfer is made pursuant to Article 20, the shares comprised in any transfer notice shall be dealt with as under.

[a] The Board shall forthwith give notice to all the members of the Company and specify the price of the shares to be sold and invite each of them to state in writing within 7 days from the date of the said notice whether he is willing to purchase any and if so what maximum number of the said shares.

[b] After the expiration of said 7 days the Board shall allocate the said share comprised in the transfer notice to or amongst the members or member who shall have expressed their or his willingness to purchase as aforesaid, but so that in case of competition, they shall rank for acceptance *pari passu* in proportion to shares held by them and if any shares cannot be apportioned, such shares shall be offered to them in order determined by lot, and directors shall cause such lots to be drawn accordingly.

[c] If shares are not taken up by the person to whom they are offered in accordance with the foregoing provisions and the Company finds a purchasing member within the space of three months after the expiration of the said 7 days it shall give notice thereof to the purchasing member and proposing transferor who shall be bound upon payment of fair value as fixed in accordance with Article 17 hereof to transfer the shares to such purchasing member or members.

17. Fair value of the shares to be fixed by the Auditor

The fair value of the shares shall be the fair value fixed by the Directors. If the purchasing member wants that the fair value of the shares notified for the transfer shall be fixed by the Auditor of the Company, the Directors shall refer the matter to the Auditors of the Company and Auditors shall certify in writing the sum which in their opinion is the fair value and while so certifying, the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the provisions of the Indian Arbitration Act shall not apply.

18. Procedure when proposing transferor makes default in transferring

[1] In any case where the proposing transferor after having become bound as aforesaid makes default in transferring, the Directors may receive the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as agent to execute transfer of shares to the purchasing members, and the Company shall hold the purchase money in trust for the execution of such transfers. The receipt of the Company for the purchase money shall be a good discharge to the



Principal
DR. D.Y. PATIL
INTERNATIONAL SCHOOL
PATNA-2

Akmal

purchasing member and after his name being entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

- [2] If share certificate/Certificates respect of the shares transferred as mentioned above is/are not delivered to the Company by the former holder of such share/shares, the Directors may issue new Certificate/s for such share/shares distinguishing it in such manner as they may think fit from the certificate/certificates not so delivered.

19. Right of the proposing transferor when the Company does not find a purchasing member

If the Directors shall not within the space of the said three months find an purchasing member after giving notice in the aforesaid manner, the proposing transferor shall at any time within three months afterwards be at liberty subject to Article 14 hereof to sell and transfer the shares to any person and at a price not less than the fair value as fixed in accordance with Article 17 hereof.

20. Registration of transfer not apply for certain transfer

Subject to the power of Directors in this behalf as mentioned in Article 14 hereof, any share may be transferred by a member to his spouse or lineal descendants, the restrictions in the preceding Articles hereto shall not apply to any transfer made by virtue of this Article.

21. Directors rights to transfer shares of deceased members

Any person becoming entitled to any share in consequence of death or insolvency of any sole holder thereof or in any way otherwise than by transfer upon producing such evidence of his title thereto may, with the consent of directors registered as a member in respect of such shares, provided the Board shall have the right to decline registration as it would have had if the deceased or insolvent member had transferred the shares before his death or insolvency.

22. Directors may call for transfer of the shares of the deceased

[a] If any member dies, the Board may call the heirs or the executors or the administrators of such deceased member to transfer the shares of the deceased to some person to be approved by the Board at the fair value of the shares and if the heirs or the executors or the administrators do not comply forthwith such requisition, they shall be deemed to have served to the Company with a transfer notice under Article 15 and the provisions of that Article and the subsequent Articles shall thereon operate.

[b] On the death of any joint holders, the survivor or survivors of them shall be the only person or persons recognized by the Company as having any title to the shares but the Directors may require such evidence of death as they may think fit and nothing herein contained shall be deemed to release estate of the joint holder with any other persons.

[c] The executors or administrators of deceased members shall be the only person recognized by the company as having any title to his shares and the Company shall not be bound to recognise such executors or administrators or other legal representation as the case may be from a duly constituted Court in India. Provided nevertheless that it shall be lawful for the Directors in their absolute discretion to dispense with production of probate or Letter of Administration or such other legal representation or such terms as to indemnity or otherwise as the directors may deem fit.

DR. D. Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-27

Handwritten signature

Handwritten signature

23. Provisions to apply to debentures

The provisions of these Articles for transfer and transmission of shares, shall mutatis mutandis apply to the transfer or transmission of any debentures, if any the Company.

LIEN

24. Lien on shares

The Company shall have a first and paramount lien upon all the shares registered in the name of each member and upon the proceeds of sale thereof for his debts, liabilities and engagements solely or jointly with any other person to or with the Company whether the period of payment, fulfillment or discharge there of shall have actually arrived or not and such lien shall extend to all dividends from time to time declared in respect of such shares, unless otherwise agreed. The registration of transfer of shares shall operate as waiver of Companies lien if any, on such shares. The Directors may at any time, declare any shares to be wholly or in part exempt from the provisions of this Article.

DIRECTORS

25. Number of Directors

Unless otherwise decided, the number of the Directors shall not be less than two nor more than twelve including Nominee Directors and also Alternate Directors.

26. First Directors

The First Directors of the Company are

- I. PREM RANJAN KUMAR
- II. AMRENDRA MOHAN SINGH
- III. TILOTTAMA DEVI
- IV. POOJA SINGH

I.

Alternate Director

- a) The Board may appoint an alternate Director to act for a Director (hereinafter in this Article called the Original Director) during his absence for a period of not less than three months from the State in which the meetings of the board are ordinarily held.
- b) An alternate Director appointed under Clause (1) shall vacate office, if and when the original Director returns to the State in which meetings of the Board are ordinarily held.
- c) If the terms of office of the original director are determined before he so returns to the State aforesaid, any provisions for the automatic reappointment of retiring Directors in default of another appointment shall apply to the original and not to the alternate Director.

II.

The Board of Directors may empower debenture holders or any finance or credit corporation or any collaborator or central or any state government to appoint one or more Directors the Company, but so that the number of such Directors and Managing Directors shall not exceed in the aggregate $\frac{1}{3}$ rd of the total number of Directors for the time being in force. Such Directors shall not be liable to regular rotation.



Principal,
DR. D.Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-27

Atmt

III.

Directors may act notwithstanding vacancies

When the number of Directors in office falls below the minimum hereinabove fixed, the Directors shall not except in emergencies or for the purpose of filling of vacancies or for summoning a General Meeting of the Company, act so long as the number is below the minimum and they may so act notwithstanding the absence of the necessary quorum.

IV.

Qualification Shares

A Director shall not be required to hold any shares in the Capital of the Company as qualification for being appointed as a Director.

V.

Directors may contract with Company

Subject to the restrictions imposed by Section 292, 293, 294, 295, 297, 300, 314, 370 and 372 of the companies Act, 1956, no Director, Managing Director or other officer or employee of the Company shall be disqualified from his office by contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director, Managing Director, Officer or employee shall be in any way interested be avoided nor shall the Director, Officer or employee so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only on such Director, Managing Director, Officer or employee holding that office or of the fiduciary relation thereby established but the nature of his or their interest must be disclosed by him or them in accordance with and in the cases mentioned in Section 299 of the Companies Act, where that Section be applicable.

VI.

General powers of the Company vested in Directors

Subject to the provisions of the Act, the management of the business of the Company shall be vested in the Directors and the Directors may exercise all such powers and do all such acts and things as the Company is by the Memorandum of Association or otherwise authorized to exercise and do and are not hereby or by the provisions of the Companies Act, 1956 or any other law or otherwise directed to be exercised or done by the Company in the General Meeting.

VII.

Restrictions of certain sections of the Act to apply

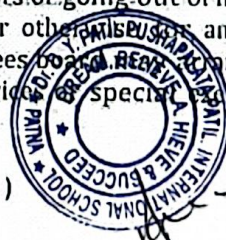
The restrictions contained in Section 292, 293, 294, 295, 297, 299, 300, 370, and 372 shall be observed in regard to matters therein mentioned so far as the same be applicable to the Company.

VIII.

Fees of Directors

a) The fees payable to the Directors for attending the meeting of the board of Directors or Committee constituted by the Board shall be decided by the Board of Directors of the Company from time to time in accordance with the limits as may be prescribed by the Central Government, from time to time under the proviso to Section 310 of the Companies Act, 1956. The Chairman may be paid higher fees than the other Directors within the overall maximum limit.

b) Subject to the relevant provision of the Act and in addition to the remuneration provided for and permissible under Section 309 of the Act any director if called upon to perform extra services or make special exertion or efforts (which expression shall include work done by a director as a Member of any Committee formed by the Directors or going out of his usual place of residence or abroad or residing abroad or otherwise in pursuance of any of the purposes of the Company), may be paid special fees to be determined by the Board of Directors or such special fees such extra services or special exertions or efforts as may be required for the Company.



Principal
DR. D. V. PATHI
INTERNATIONAL SCHOOL, PATNA
Akar

fixed sum or otherwise as may be determined by the board, and such fees may be either in addition to or in substitution for fees above provided.

- c) The Directors shall also be paid all expenses incurred by them such as travelling, hotel and other incidental expenses for the purpose of attending any Meeting of the Board or Committee of Directors or any General Meeting of the Company or for the activity of the Company.

MANAGEMENT

IX. Managerial personnel

Subject to the provisions of law the Company may appoint Managing Director/s or Manager and entrust the whole or part of the management or the Company to him or them, but in doing so the Company shall duly observe provision of Section 197-A of the companies Act, 1956 regarding prohibition of simultaneous appointment of different categories of managerial personnel.

X. Appointment of Managing Director/s

The Directors may from time to time, appoint one or more of their body to be Managing Director/s of the Company, for fixed term not exceeding five years for which he is or they are to hold such office and may from time to time (subject to the provisions of any contract between him or them and Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.

XI. Managing Director/s not liable to retire by rotation

A Managing Director shall not while he continues to hold that office, be subject to retirement by rotation and he shall not be reckoned as a Director for the purpose of determining the rotation of retirement of Directors or in fixing the number of Directors to retire but he shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and he shall, ipso facto and immediately, cease to be a Managing Directors of the Company and he shall, ipso facto and immediately, cease to be a Managing Director if he ceases to hold the office of Director from any cause.

XII. Powers of Managing Director

The Directors may from time to time entrust to and confer upon a Managing Director or the Managing Directors for the time being such of the powers exercisable by them as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think fit and they may confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

XIII. Reappointment of Managing Director/s

The Board or Directors of the Company may subject to the provisions of the Companies Act, 1956, from time to time reappoint, re-employ, or extend the term of office of all or any of the Managing Directors for a period not exceeding five years on such occasion provided that no such reappointment, re-employment or extension shall be made earlier than two years from the date on which it has to come into force,

XIV. Chairman not to vacate chair

Principal
D. Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL. PATNA-27

The Chairman of a meeting shall not be required to vacate the chair at the time of transaction of any business in which he is or might be deemed to be interested including his own election or appointment.

MISCELLANEOUS

XV.

The seal, its custody and use

The Directors shall provide a Common Seal for the purpose of Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Directors shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by or under the authority of one Director at the least, who shall sign every instrument to which the Seal is affixed and every such instrument shall be countersigned by the Managing Director or such other officer or person as the Directors may from time to time resolve; provided that such countersignatures shall not be necessary where the instrument is in favor of the Managing Director is a party to it.

XVI.

Secrecy Clause

Subject to the provisions of the Act, no member shall be entitled to visit or inspect any works of the Company without the permission of the Directors to require discovery of or any information respecting any detail of the Company's business or trading, or any other matter which is or may be in the nature of a trade secret, mystery of traded or secret process or which may relate to the conduct of the business of the Company and which, in opinion of the Directors will be inexpedient in the interests of the Members of the Company to communicate to the public.

XVII.

Director's and others right to indemnity

Subject to the provisions of Section 201 of the Act, the Managing Director and every Director of the Company and every employee of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses (including travelling expenses) which such Managing Director, Director, Manager, Secretary and other Officer or employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such Managing Director, Director, Manager, Secretary, Officer or employee or in any way in the discharge of his duties and the amount for which such indemnity is provided, shall immediately attach as a lien of the property of the Company and have priority between the members over all other claims.

XVIII.

Directors and other officers not responsible for acts of others

Subject to the provisions of Section 201 of Act, no Director, Managing Director or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors in or upon which any of the money of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, company or corporation, with whom any moneys, securities, or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment or oversight on his part or for any other loss or damage or misfortune whatsoever, which shall happen in the execution of the duties of the



Principal
DR. D. Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-2

Abark

office or in relation thereto, unless the same happens through his own dishonesty.

XIX.

Registers

The Company shall keep such registers, books of account, minute books and documents as are required by law to be kept at such place or places as the Directors may from time to time.

XX.

Compliance with law

The Company shall observe and comply with provisions of the Companies Act, 1956, and all the rules and regulation made there under, in so far as they are compulsory and applicable to the Company.



Dr. D.Y. Patil
Principal
DR. D.Y. PATIL-PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-2

We the several persons, whose names, addresses and description are subscribed hereunder, are desirous of being formed into a company in pursuance of this Articles of Association and we respectively agree to take the number of shares in the section 25 company set opposite to our respective names

Name, Address description and occupation of subscribers and his/her father's /husband's name.	No. of Equity Shares taken by each subscriber	Signature of the subscriber.	Name, Addresses Occupation and Description of Witnesses and his / her father's husband's name.
1. Prem Ranjan Kumar S/o - Late Mathura Singh R/o - Brahmputra New, P/o - Jagannagar, Subhash Nagar, Patna - 800027 (Bihar) DIN: 05172490		Prem Ranjan Kumar प्रेम रंजन कुमार	<p>WITNESS TO THE ABOVE NAMED SIGNATORIES</p> <p>Dr. D. Y. Patil Principal International School, Patna-2</p> <p>Dr. D. Y. Patil Principal International School, Patna-2</p>
2. Amrendra Mohan Singh S/o - Ram Bir Singh R/o - Brahmputra New Subhash Nagar, Hanuman Nagar, Kankarbagh, Patna - 800027, (Bihar) DIN: 06466396		Amrendra	
3. Pooja Singh D/o - Umashankar Singh R/o - Brahmputra P/o - New Jagannagar, Subhash Nagar, Patna - 800027 (Bihar)		Pooja Singh	
4. Tikatharna Dore D/o - Anupam Singh R/o - Adarsh colony, Khemnichak, Anchal - Khemnichak District - Patna - 800027 (Bihar)		Tikatharna Dore	
TOTAL			

Principal

DR. D. Y. PATIL

Dated the _____ Day of _____, 2013.

Place: Patna



Principal
DR. D. Y. PATIL PUSHPALATA PATIL
INTERNATIONAL SCHOOL, PATNA-2

Dr. D. Y. Patil