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**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**SUN GLORY EDUCATION FOUNDATION**

**CIN : U80900GJ2019NPL109361**

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GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

## Certificate of Incorporation

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

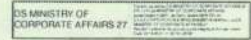
I hereby certify that SUN GLORY EDUCATION FOUNDATION is incorporated on this First day of August Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U80900GJ2019NPL109361.

The Permanent Account Number (PAN) of the company is **ABCCS4393Q** \*/@

The Tax Deduction and Collection Account Number (TAN) of the company is **RKTS15382D** \*/@

Given under my hand at Manesar this First day of August Two thousand nineteen .



Digital Signature Certificate  
Mr. ARVIND KUMAR BUNKAR  
Deputy 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 [www.mca.gov.in](http://www.mca.gov.in)

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

SUN GLORY EDUCATION FOUNDATION  
RAJLAXMI PARK-2, DATARWADI,, DHORAJI, RAJKOT, Rajkot,  
Gujarat, India, 360410



\* as issued by the Income Tax Department

Principal,  
Crystal International School  
Sun Glory Education Foundation  
Dhoraji, Dist. Rajkot.

Secretary,  
Crystal International School  
Sun Glory Education Foundation  
Dhoraji, Dist. Rajkot.

President,  
Crystal International School  
Sun Glory Education Foundation  
Dhoraji, Dist. Rajkot.

**Licence under section 8 (1) of the Companies Act, 2013**  
[Pursuant to rule 20 the Companies (Incorporation) Rules, 2014]

Section 8 Licence Number 115449

WHEREAS it has been proved to my satisfaction that SUN GLORY EDUCATION FOUNDATION , a person or an association of persons to be registered as a company under the Companies Act, 2013, for promoting objects of the nature specified in clause (a) of sub-section (1) of section 8 of the said Act, and that it intends to apply its surplus, if any, or other income and property in promoting its objects and to prohibit the payment of any dividend to its members;

NOW, THEREFORE, in exercise of the powers conferred by section 8 of the said Act, I, the Registrar at Ahmedabad, hereby grant, this licence, directing that the said person or association or persons be registered as a company with limited liability without the addition of the word "Limited", or as the case may be, the words "Private Limited" to its name, subject to the following conditions namely :

- (1) that the said company shall in all respects be subject to and governed by the conditions and provisions contained in its memorandum of association ;
- (2) that the profits, if any or other income and property of the said company, whensoever derived, shall be applied solely for the promotion of the object as set forth in its memorandum of association and that no portion thereof 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 said company or to any of them or to any person claiming through any one or more of them;
- (3) that no remuneration or other benefit in money or money's worth shall be given by the company to any of its members 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;
- (5) that nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company;
- (6) that nothing in clauses (3), (4) and (5) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;
- (7) that no alteration shall be made to the memorandum of association or to the articles of association of the company, which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar ;
- (8) The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects; and
- (9) that, without prejudice to action under any law for the time being in force, this licence shall be liable to be revoked, if the company:
  - (a) contravenes any of the requirements of section 8 of the Act or the rules made thereunder or any of the conditions subject to which a licence is issued;
  - (b) if the affairs of the company are conducted fraudulently or in a manner violative of the objects of the company or prejudicial to public interest.

[Signature Box]

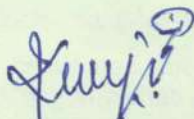
L R MEENA

Registrar of Companies  
RoC - Ahmedabad

Dated this 08 Day of 07 2019

  
Principal,

**Crystal International School  
Sun Glory Education Foundation  
Dhoraji, Dist. Rajkot.**

  
Secretary,

**Crystal International School  
Sun Glory Education Foundation  
Dhoraji, Dist. Rajkot.**



  
President,  
**Crystal International School  
Sun Glory Education Foundation  
Dhoraji, Dist. Rajkot.**

FORM INC - 13  
THE COMPANIES ACT, 2013  
(A PRIVATE COMPANY LIMITED BY SHARES  
AND  
NOT FOR PROFIT COMPANY LICENSED UNDER SECTION 8)  
MEMORANDUM OF ASSOCIATION  
OF  
**SUN GLORY EDUCATION FOUNDATION**

- I. The name of the company is "SUN GLORY EDUCATION FOUNDATION".
- II. The registered office of the company will be situated in the State of Gujarat.
- III. **A. OBJECTS FOR WHICH COMPANY IS ESTABLISHED:**
  1. To carry on educational institution like school, college, coaching classes and to carry on courses in all subjects or branches of engineering, science medical, commerce, industrial, commercial, arts, management and any other faculty of education and to run management and computer training institutions and the doing of all such other lawful things as considered necessary for the furtherance of the above objects :
  2. To undertake, carryout, establish, manage, organize, promote, develop, maintain, encourage, aid, and run, operate and conduct in India and abroad, schools, colleges, institutes, research centers, boarding houses, NGO, hostels, halls, ashrams, gurukuls, teaching classes, tutorials, coaching classes, remedial, preparations, and correspondence courses, at the levels of preprimary, nursery, primary, secondary, senior secondary, higher secondary, certificate, intermediate, undergraduate, graduate, postgraduate, doctoral and post doctoral, in subjects including arts, humanities, social sciences, education, commerce, law, human rights, science, technology, engineering, urban planning and energy, environmental design, medicine, pharmacy, military, vocational disciplines, performing arts, fine arts, sports, E learning and management for betterment of Society and to cater the need of the common man.
  3. To carry activities in irrespective of casts, creed, religion, age or sex to establish, promote, encourage, develop, maintain, organize, manage and conduct educational institution and colleges in India either through its own or franchisee network to educate the people for betterment of society to cater the need of common man, and to undertake, carry out, equip, maintain, manage, construct, organize, promote, encourage, endorse and sponsor, research and development institutes centers, workshops for development of education in the society, and to establish, maintain educational institutions, schools, colleges, training institutes, professional, vocational institution..
  4. To receive and accept donations, grants, aids from any persons, companies, bodies corporate, organizations, institutions whether resident in India or out of India towards furtherance of objects mentioned above.
  5. To do all acts in order to further objects mentioned above.

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

However, the company shall apply its profit, if any or other income in promoting its objects & to prohibit payment of any dividend to its members.

**B. The objects incidental or ancillary for attainment of the main object(s) are:-**

1. To conduct, develop, improve, equip and administer the Company as a developmental institution or as an enterprise for undertaking all kinds of activities for accomplishment of objectives of the company.
2. To develop a strategic plan for the company and review and update it periodically for accomplishment of the objective of the company.
3. To undertake, execute, assist, fund and manage activities consistent with the strategic plan of the company in order to accomplish the objective of the company
4. To organise, establish, manage or develop projects and programmes of eradicating hunger, poverty and malnutrition, promoting curative and preventive health care and sanitation and making available safe drinking water; slum area development including capacity building of residents.
5. To organise food, clothing and shelter for people in need.
6. To organise, manage or develop preventive and curative healthcare for people in need.
7. To organise, manage or develop sanitation facilities in under serviced areas.
8. To organise, manage or develop basic infrastructure facilities in under serviced areas.
9. To organise, manage or develop clean drinking water in under serviced areas.
10. To organise, manage or develop housing, electricity and recreational facilities in under serviced areas.
11. To organise, manage or develop infrastructure, roads, drainage, water, housing etc. either on its own or through partnership.
12. To organise, manage or develop community centre, community halls, open spaces, gardens and sports complex.
13. To organise, manage or promote the healthy lifestyle for a wholesome development of physical, mental, and spiritual practices that aim to transform body and mind through Yoga, meditation, physical exercise and similar practices.
14. To organise, establish, fund, manage or develop health initiatives in the areas of curative and preventive healthcare for people in rural, urban and industrial areas.
15. To organise, establish, fund, manage or develop health initiatives in primary, secondary and tertiary healthcare for people in rural, urban and industrial areas.
16. To offer health services related to day to day, minor or major diseases affecting the people in rural, urban and industrial areas.
17. To organise, establish, manage, develop, fund and / or promote forms of medicines which includes but is not limited to Allopath, Ayurveda, Homeopath, Unani and all other traditional and modern forms of medicines.
18. To organise, establish, manage, develop, fund and/or promote therapies which includes but is not limited to physiotherapy, psychotherapy, occupational therapy, aroma therapy, acupressure, acupuncture and other forms of therapy.
19. To organise, establish, manage, develop, fund and/or promote support medical services which includes but is not limited to Radiology, Pathology, Optometry etc.
20. To organise, establish, manage, develop, fund and/or support Primary Health Centres, Community Health Centres, Other Health Centres, Doctor's Consulting Rooms, OPDs, and Dispensaries, General Hospitals, Multi Speciality Hospitals and Super speciality hospitals in rural, urban and industrial areas.
21. To promote initiatives for reducing child mortality and improving maternal health.
22. To promote initiatives for fighting human immunodeficiency virus, acquired immune deficiency syndrome, malaria and any other specific diseases.
23. To provide relief in cash and kind for medical and health urgency and for any other social, cultural and economic requirement to people in need.

24. To organise, establish, manage or develop education, including special education and especially among children, women, elderly, enhancement projects, projects and programmes for promoting employment enhancing vocational skills and the differently able and livelihood
25. To organise, establish, manage or develop educational initiatives of all kind including academic, technical, physical, cultural, spiritual or moral education for children, adolescents, youth, school dropouts, adult, women, elderly and differently able.
26. To organise, establish, manage and develop Education Centres for providing education support to students studying in or dropped out from primary, secondary, higher secondary and higher education for children, adolescents, youth, school dropouts and adults, women, elderly and differently able.
27. To organise, establish, manage or develop scholarship programmes to assist students for primary, secondary, higher secondary and higher education for children, adolescents, youth, school dropouts and adults, women, elderly and differently able.
28. To set up schools, colleges, university, education centers, employment enhancing skills upgrading centers, Libraries, Hostels, institutions of higher learning and related academic and non academic bodies for children, adolescents, youth, school dropouts and adults, women, elderly and differently able.
29. To set up employment enhancing vocational skills training centres, technical training centres, Institutes of higher learning in vocational and technical training sphere for equipping students with relevant and appropriate skills and continuously upgrade these centres as per the need of the market and utilising organisational experience.
30. To organise, establish, manage or develop processes, linkages, professional bodies, placement assistance services and set up working relations and partnerships with the like minded individuals and organisations for the self and wage employment for students trained under the auspices of the company or with other institutions.
31. To promote gender equality, empowering women, setting up homes and hostels for women and orphans; setting up old age homes, day care centres and such other facilities for senior citizens and measures for reducing inequalities faced by socially and economically backward groups.
32. To create social, economic and cultural conditions where women and men enjoy the same rights, opportunities and aspirations and participate in decision-making and needs of women and men are equally valued.
33. To work for ensuring gender equality in the areas of health, education, occupation, livelihood opportunities, employment, income, decision making, demography and their representation in the society.
34. To organise, establish, manage, develop, encourage, endorse, support and/or undertake project and programmes for helping women and children, widows, elderly and differently able people in need.
35. To ensure environmental sustainability, ecological balance, protection of flora and fauna, animal welfare, agro forestry, conservation of natural resources and maintaining quality of soil, air and water;
36. To promote environmentally sustainable practices in rural, urban and industrial areas.
37. To create environmental awareness in rural, urban and industrial areas among or with children, adolescents, youth, adults, women, elderly, differently able, Industries and corporate bodies, Academic and Research Institutions, Local, State and Central Governments and national and International NGOs and similar agencies.
38. To organise, establish, manage, develop, encourage, endorse, support and/or undertake sustainable agricultural practices.
39. Improve farm productivity and farmers' income by developing and promoting environmentally sustainable business models; build capacity of farmers and farmers' groups and enhance biodiversity of the rural landscape.
40. Promote contract farming, decent work practices such as no to child labour, gender discrimination, equal and approved wages, etc. and develop a lasting physical and social and technical infrastructure and support system in the region.

41. To organise, establish, manage, develop, encourage, endorse, support and/or undertake project and programmes for ecological balance, biodiversity, protection of flora and fauna, animal welfare and natural resource management either on its own or through partnership.
42. To organise, establish, manage, develop, encourage, endorse, support and/or undertake project and programmes for maintaining and improving quality and of soil air and water either on its own or through partnership.
43. To organise, establish, manage, develop, encourage, endorse, support and/or undertake sustainable practices for water related issues in the areas of agriculture, industry, drinking water, or household use either on its own or through partnership.
44. To organise, establish, manage, develop, encourage, endorse, support and/or undertake sustainable natural resource management that may include undertaking plantation for improvement of green cover, forest management, aquaculture and inland fisheries; integrated crop and livestock systems; pesticide management and watershed management etc.
45. To organise, establish, manage, develop, encourage, endorse, support and/or undertake project and programmes to create environmentally sustainable livelihood.
46. To undertake animal husbandry, dairy, poultry, fishery, and similar livelihood action for improving the quality of life of people.
47. To protect national heritage, art and culture including restoration of buildings and sites of historical importance and works of art and promotion of dance, music, theatre and other forms of art.
48. To promote, support and undertake initiatives to enhance cultural awareness and improve cultural conditions, create social harmony, promote interactions among people of different castes, class, religion, sects and belief, as an important element of life that should lead to the better understanding of each other and ensuring development in larger sense and in interest of the society.
49. To organise, establish, manage, develop institutions for social, economic and cultural development including setting up schools, colleges, academies, museums in which subject of historical, scientific, artistic, or cultural interest are taught, researched, documented, stored and exhibited.
50. To organise, establish, manage, fund and undertake projects and programmes to benefit armed forces veterans, war widows and their dependents.
51. To organise, establish, manage, encourage, endorse, support, fund and undertake projects and programmes of training to promote Sports initiatives.
52. To contribute to different state and central Government funds and to other agencies during a local, regional, national and international disaster or in matters of human concerns, or for the relief and welfare of scheduled castes, scheduled tribes, minorities and women and other socially and economically disadvantaged groups.
53. To contribute to socially relevant, innovative and promising incubators.
54. To organise, establish, manage, encourage, endorse, support, fund and/or undertake rural development projects and programmes.
55. To undertake initiatives to update, orient, organise, prepare and make people aware about social, economic and environmental changes taking place at the local, regional, national and international milieu and its positive and negative impact on their lives.
56. To educate, support and fund to make people strong, able, willing to bravely face the social, economic and environmental challenges impacting them and their livelihoods by undertaking studies, applied research, projects and programs.
57. To promote institutions of excellence to aid, facilitate, support and enrich the areas mentioned for the attainment of objective of the company either on its own or through partnership.
58. To undertake and manage Social Business Projects created and designed to address problems of people, society, environment and business without putting anyone's interest at risk.
59. To undertake and manage Social Business Projects that encourages employment generation, new product development, and marketing linkages and thereby generate profits to be reinvested.

- in the business itself or for initiating new social businesses, with an aim to enhance social impact.
60. To set up community organisations, youth groups, women's groups, non trading organisations, not for profit organisations, not for profit and for profit companies, promoter's company and any other form of informal and formal organisations of people that helps in improving quality of life of people.
  61. To undertake research, development, training, communication, advocacy, policy interventions and similar acts to aid, facilitate, support, enrich and expand reach of the company initiatives by utilizing different media and platforms including social media.
  62. To organize, develop and undertake training of trainers for all initiatives of the company.
  63. To undertake programmes to upgrade the human resource skills in general and of AIA CSR Foundation's Employees in particular.
  64. To take up any activity which is contributing to improvement of quality of life of people irrespective of their caste, class, religion, sect, orientation and belief for the attainment of objective of the company.
  65. To work in partnership with Corporate Sector, Government, Non Government, Academia, Community and people at large.
  66. To create Committees, appoint members of the committees, prepare plan, prepare policies, define initiatives / activities in accordance with the plan and policy, prepare budget and implement initiatives / activities for accomplishing objects of the company.
  67. To recruit / engage /take on part time/ full time/ temporarily / on free lance basis or in regular employment, persons having requisite skills, advisors, consultants, teachers, academic experts, subject experts, social scientists, development professionals, managers, administration professionals, or other professional to accomplish and expand the objects of the company and to pay remuneration as per the norms and decision of the Management of the company.
  68. To liaise and collaborate with students, professionals, individuals, associations and alike through suitable means like memorandum of understanding, agreements, contracts, offer letters and the likes for accomplishment of the objects of the company.
  69. To develop appropriate model(s) and establish new ways of work to accomplish the objects of the company.
  70. To accept grants, donations, assistance, fees from Government, corporations, Industries, Industry Associations, Individuals, Trusts or Societies or Foundations or its program participants — both of Indian and foreign origin for the purposes of accomplishing objects of the company.
  71. To give grants, donations, assistance, fees to Government, corporations, Industries, Industry Associations, Individuals, Trusts or Societies or Foundations or its program participants — both of Indian and foreign origin for the purposes of accomplishing objects of the company.
  72. To get, generate and manage efficiently and effectively the funds including creating Corpus fund, investing the Corpus funds, making deposits, earning interest and ensuring financial sustainability of pro- grams, projects and initiatives of the company.
  73. To raise fund through different means within India or from a foreign entity as may be required by the company for fulfilling its objects.
  74. To pay salary/wages/fee including consultancy, retainer-ship fee, sitting fee or rent and incur all other expenses needed.
  75. To enter into any arrangements with any Government(s) or authorities whether Central, State, Local or like minded organizations and individuals.
  76. To organize, conduct and participate in seminars, conferences, fairs related to the objects of the company and to compile, collate, edit and publish technical reports and papers.
  77. To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property, and in particular any land, building, workshops, factories, laboratories, machinery, plant apparatus, appliances, trades, trademarks, licenses, permits, intellectual property rights (IPRs), and any rights or privileges necessary or convenient for the purpose of meeting the objects of the company.



78. To construct, erect, develop, improve, or alter and keep in repair any building acquired or used by or for the AIA Foundation and to pull down or demolish or dispose off any building not so required or for renovation and reconstruction and to maintain, deal with, manage, control and administer the same.
79. To pay all expenses, preliminary or incidental to the formation of the Company and its registration with respect to the company.
80. To establish, support, or aid in the establishment of associations, institutions, funds and Trusts as may be required in furtherance of the objects of the company.
81. To collect fee including program fee, tuition fee, coaching fee, training fee, membership fee, service charges, consultancy charge, compensations or such other monies as may be required in due course of functioning of the company and in furtherance of its objects.
82. To hold shares in any other company or association, with objects similar to its own and to have branches all over India and elsewhere.
83. To run educational institutions, training institutions, research institutions, training of trainers establishment and any other establishment as may be required in due course of functioning of the Company and in furtherance of its objects, and publish books, reports, journals, magazines, newspapers, periodicals, thesis, researches, writings, discoveries, documents, news and information.
84. To appoint legal and technical advisers (not being Members), bankers for the Company and to pay the necessary expenses for the same.
85. To draw, make accept, endorse, discount, execute and issue cheques, promissory notes, hundies, bills of lading, railway receipt and other negotiable instruments of all description in connection with the Company's business.
86. To do all such other lawful things as may be incidental to or conducive to the attainment of the above objects.

Provided that the Company shall not support with its funds or endeavour to impose on or procure to be observed by its members or others, any regulations or restrictions which as an object of the Company, would make it trade union.

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

- V. (1) The profits, if any, or other income and property of the company, when so ever derived shall be applied, solely for the promotion of its objects as set forth in this memorandum.
  - (2) No portion of the profits, other income or property aforesaid shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to person 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) 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 members 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.
  - (4) Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.
  - (5) Nothing in clauses 3 and 4 shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), 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 in force, unless the alteration has been previously submitted to and approved by the Registrar.
- VII. The liability of the members is limited.
- VIII. The Authorised Share Capital of the Company is Rs.1,00,000/- [Rupees One Lakh only] divided into 10,000 [Ten Thousand] Equity Shares of Rs.10/- [Rupee Ten only] each.

IX. 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, credits 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 and expenditure account ascertained by one or more properly qualified auditor or auditors.

X. If upon a 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, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.






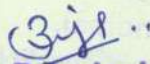




XI. The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.

*(Signature)*  
**Principal,**  
**Crystal International School**  
**Sun Glory Education Foundation**  
**Dhoraji, Dist. Rajkot.**

*(Signature)*  
**Secretary,**  
**Crystal International School**  
**Sun Glory Education Foundation**  
**Dhoraji, Dist. Rajkot.**

*(Signature)*  
**President,**  
**Crystal International School**  
**Sun Glory Education Foundation**  
**Dhoraji, Dist. Rajkot.**

XII. We, the several persons whose names, addresses, description and occupations are hereunto a desirous of being formed in to a company not for profit, in pursuance of this Memorandum of Association

Sr. No.	Name, Description, Address, & Occupation of the Subscribers	No. of Equity Share taken by each Subscriber	Photo & Signature of Subscribers	Name, Description, Address, Signature & Occupation of the Witness
1.	<b>Vimal Koyani</b> S/o Vallabhbhai Koyani Address : Datarwadi Marg, Avkarnagar, Dhoraji, Rajkot - 360410, Gujarat, India. Occupation:- Business	1,200 (One Thousand Two Hundred)	Sd/- 	I witness to the subscriber who have subscribed and signed in my presence. Further I have verified their identity details (ID), for the identification and satisfied myself of their identification particulars as filed in.
2.	<b>Vijaykumar Vaghasia</b> S/o Vallabhbhai Vaghasia Address : Nandanvan Society, Datarwadi Jetpur Road, Dhoraji, Rajkot - 360410, Gujarat, India. Occupation:- Business	3,000 (Three Thousand)	Sd/- 	Common Witness to All :  <b>Minesh Rajnikant Mehta</b> S/o. Rajnikant Mehta A/1107-08-09, Titanium City Center, B/h. New Income Tax Office Vejalpur, 100 Feet Road, Satellite, Ahmedabad , Gujarat, India - 380015.
3.	<b>Pravinbhai Babariya</b> S/o Popatlal Babariya Address : Vraj Vatika, Khodiyarnagar, Datar Wadi Road, Nr. Motinagar, Dhoraji, Rajkot, Gujarat - 360410, India. Occupation:- Business	1,250 (One Thousand Two Hundred Fifty)	Sd/- 	Practicing Chartered Accountant M. No.: 121675 FRN No.: 122920W
4.	<b>Dilipkumar Vaghasiya</b> S/o Chandulal Vaghasiya Address : Amardeep, Datar Wadi, Nr. Motinagar, Dhoraji, Rajkot, Gujarat- 360410, India. Occupation:- Business	1,500 (One Thousand Five Hundred)	Sd/- 	Sd/-
5.	<b>Jasminkumar Rabadiya</b> S/o Jayantilal Rabadiya Address : Mayurnagar, Nr. Bus Station, Dhoraji, Rajkot, Gujarat - 360410, India. Occupation:- Business	1,250 (One Thousand Two Hundred Fifty)	Sd/- 	 <b>Principal,</b> <b>Crystal International School</b> <b>Sun Glory Education Foundation</b> <b>Dhoraji, Dist. Rajkot.</b>
6.	<b>Dineshkumar Sojitra</b> S/o Mohanbhai Sojitra Address : Giriraj, Datarwadi Road, Avkarnagar, Dhoraji, Rajkot, Gujarat - 360410, India. Occupation:- Business	1,000 (One Thousand)	Sd/- 	 <b>Secretary,</b> <b>Crystal International School</b> <b>Sun Glory Education Foundation</b> <b>Dhoraji, Dist. Rajkot.</b>
7.	<b>Sandeep Sojitra</b> S/o Maganbhai Sojitra Address : Tagor Nagar, Nr. Span Laboratory, Lati Plot, Upleta, Rajkot, Gujarat - 360490, India. Occupation:- Business	800 (Eight Hundred)	Sd/- 	 <b>President,</b> <b>Crystal International School</b> <b>Sun Glory Education Foundation</b> <b>Dhoraji, Dist. Rajkot.</b>
		10,000 (Ten Thousand)		

Place : Dhoraji

Dated this 18th day of June, 20

**THE COMPANIES ACT, 2013**  
**[COMPANY LIMITED BY SHARES]**  
**AND INCORPORATED U/S. 8, NOT FOR PROFIT,**  
**OF THE COMPANIES ACT, 2013**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**SUN GLORY EDUCATION FOUNDATION**

Table F as notified under schedule I of the Companies Act, 2013 is applicable to the company.

**INTERPRETATION**

- I. (1) In these regulations—
- (a) "the Act" means the Companies Act, 2013,
  - (b) "the seal" means the common seal of the company.
- (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

**PRIVATE COMPANY**

- II. (1) The company is a "Private Company" within the meaning of Section 2 (68) of the Companies Act, 2013 and accordingly:-
- (i) restricts the right to transfer its shares;
  - (ii) limits the number of its members to two hundred:  
Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:  
Provided further that—
    - (A) Persons who are in the employment of the company; and
    - (B) Persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the Employment ceased, Shall not be included in the number of members; and
  - (iii) prohibits any invitation to the public to subscribe for any securities of the company;

**SHARE CAPITAL AND VARIATION OF RIGHTS**

- III. 1. i. The Authorised share capital of the Company shall be such as is described in VIII Clause of the Memorandum of Association.
- ii. The Minimum Paid up capital of the company shall be as may be decided by the Company from time to time and subject to the provisions of the Act and Rules. 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

2. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—
  - (a) one certificate for all his shares without payment of any charges; or
  - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share by one of several joint holders shall be sufficient delivery to all such holders.
3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if a certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.
4. 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 recognize (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 the regulations or by law otherwise provided) any other rights in respect of any share except the absolute right to the entirety thereof in the registered holder.
5. (i) 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 there under.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in the rules made under sub-section (6) of section 40.
- (iii) 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.
6. (i) 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.
- (ii) 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.
7. 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.
8. 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.

## LIEN

9. (i) The company shall have a first and paramount lien—
- (a) 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
  - (b) 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.
- (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

10. 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—

- (a) 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.
11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) 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.
12. (i) 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.
- (ii) 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.

## CALLS ON SHARES

13. (i) 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.
- (ii) 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.
- (iii) A call may be revoked or postponed at the discretion of the Board.
14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.
15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16. (i) 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.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at a 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.
- (ii) 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.

18. 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.

#### TRANSFER OF SHARES

19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) 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.
20. The Board may, subject to the right of appeal conferred by section 58 decline to register—
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the company has a lien.
21. The Board may decline to recognize 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 56;
- (b) 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.
22. On giving not less than seven days' previous notice in accordance with section 91 and rules made there under, 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.

#### TRANSMISSION OF SHARES

23. (i) 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.
- (ii) 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.
24. (i) 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—
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) 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.

25. (i) 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.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) 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.

26. 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.

#### FORFEITURE OF SHARES

27. If a member fails to pay any call, or installment 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 installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

28. The notice aforesaid shall—

(a) 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

(b) 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.

29. 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.

30. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (i) 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.

(ii) 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.

32. (i) 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;



- (ii) 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;
  - (iii) The transferee shall thereupon be registered as the holder of the share; and
  - (iv) 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.
33. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of a 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.

#### ALTERATION OF CAPITAL

34. Subject to the previous approval of the Central Government, 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.
35. Subject to the provisions of section 61, the company may, by ordinary resolution,—
- (a) consolidate and divide all or any of its share capital into shares of larger amount than existing shares;
  - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
  - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed in the memorandum;
  - (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
36. Where shares are converted into stock,—
- (a) the holders of stock may transfer the same or any part thereof in the same manner as shares 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.
  - (b) 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 special 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.
  - (c) 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.
37. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—
- (a) its share capital;
  - (b) any capital redemption reserve account; or
  - (c) any share premium account.

#### RESTRICTION CLAUSE

38. No portion of the profits, other 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 any one or more of them or to any person claiming through any one or more of them.

39. 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 members 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.

#### **BUY-BACK OF SHARES**

40. 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.

#### **GENERAL MEETINGS**

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.
42. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) 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.

#### **PROCEEDINGS AT GENERAL MEETINGS**

43. (i) 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.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
44. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
45. 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.
46. 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.

#### **ADJOURNMENT OF MEETING**

47. (i) 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.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) 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.
- (iv) 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.

#### **VOTING RIGHTS**

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
- (a) on a show of hands, every member present in person shall have one vote; and
- (b) 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.
49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

50. (i) 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.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
51. 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.
52. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
53. 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.
54. (i) 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 so given or tendered at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

#### PROXY

55. 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.
56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
57. 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.

#### BOARD OF DIRECTORS

58. The First Directors of the Company are:
1. **VIMAL VALLABHBHAI KOYANI**
  2. **VIJAYKUMAR VALLABHBHAI VAGHASIA**
59. The Board may pay all expenses incurred in getting up and registering the company and may also be paid travelling, hotel and other expenses properly incurred by them.
60. 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.
61. 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 may from time to time by resolution determine.
62. 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.
63. (i) 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 directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

- (ii) 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.

#### PROCEEDINGS OF THE BOARD

- 64. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- 65. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
- 66. 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.
- 67. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) 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.
- 68. (i) 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.
- (ii) 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.
- 69. (i) A committee may elect a Chairperson of its meetings.
- (ii) 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.
- 70. (i) A committee may meet and adjourn as it thinks fit.
- (ii) 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.
- 71. 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.
- 72. 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.

#### CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

- 73. Subject to the provisions of the Act,—
  - (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, 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;

- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
74. 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.

#### THE SEAL

75. (i) The Board shall provide for the safe custody of the seal.
- (ii) 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 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 affixed in their presence.

#### ACCOUNTS

76. (i) 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.
- (ii) 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 the company in general meeting.

#### WINDING UP

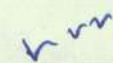
77. Subject to Clause No X of MOA and the provisions of Chapter XX of the Act and rules made thereunder—
- (i) If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.

#### INDEMNITY








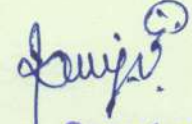


78. Every officer of the company shall be indemnified out of the assets of the company against all liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the Tribunal or the Tribunal.

  
Principal,  
Crystal International School  
Sun Glory Education Foundation  
Dhoraji, Dist. Rajkot.

  
Secretary,  
Crystal International School  
Sun Glory Education Foundation  
Dhoraji, Dist. Rajkot.

  
President,  
Crystal International School  
Sun Glory Education Foundation  
Dhoraji, Dist. Rajkot.

We, the several persons whose names, addresses and descriptions are subscribed below are desirous of being formed in to a company in pursuance of these Articles of Association:-

Sr. No.	Name, Description, Address, & Occupation of the Subscribers	Photo & Signature of Subscribers	Name, Description, Address, Signature & Occupation of the Witness
1.	<b>Vimal Koyani</b> S/o Vallabhbhai Koyani Address : Datarwadi Marg, Avkarnagar, Dhoraji, Rajkot - 360410, Gujarat, India. Occupation:- Business	Sd/- 	I witness to the subscriber who have subscribed and signed in my presence. Further I have verified their identity details (ID), for their identification and satisfied myself of their identification particulars as filed in.
2.	<b>Vijaykumar Vaghasia</b> S/o Vallabhbhai Vaghasia Address : Nandanvan Society, Datarwadi Jetpur Road, Dhoraji, Rajkot - 360410, Gujarat, India. Occupation:- Business	Sd/- 	Common Witness to All :  <b>Minesh Rajnikant Mehta</b> S/o. Rajnikant Mehta A/1107-08-09, Titanium City Center, B/h. New Income Tax Office, Vejalpur, 100 Feet Road, Satellite, Ahmedabad , Gujarat, India - 380015.
3.	<b>Pravinbhai Babariya</b> S/o Popatlal Babariya Address : Vraj Vatika, Khodiyarnagar, Datar Wadi Road, Nr. Motinagar, Dhoraji, Rajkot, Gujarat - 360410, India. Occupation:- Business	Sd/- 	Practicing Chartered Accountant M. No.: 121675 FRN No.: 122920W
4.	<b>Dilipkumar Vaghasiya</b> S/o Chandulal Vaghasiya Address : Amardeep, Datar Wadi, Nr. Motinagar, Dhoraji, Rajkot, Gujarat- 360410, India. Occupation:- Business	Sd/- 	Sd/-
5.	<b>Jasminkumar Rabadiya</b> S/o Jayantilal Rabadiya Address : Mayurnagar, Nr. Bus Station, Dhoraji, Rajkot, Gujarat - 360410,, India. Occupation:- Business	Sd/- 	 <b>Principal,</b> <b>Crystal International School</b> <b>Sun Glory Education Foundation</b> <b>Dhoraji, Dist. Rajkot.</b>
6.	<b>Dineshkumar Sojitra</b> S/o Mohanbhai Sojitra Address : Giriraj, Datarwadi Road, Avkarnagar, Dhoraji, Rajkot, Gujarat - 360410, India. Occupation:- Business	Sd/- 	 <b>Secretary,</b> <b>Crystal International School</b> <b>Sun Glory Education Foundation</b> <b>Dhoraji, Dist. Rajkot.</b>
7.	<b>Sandeep Sojitra</b> S/o Maganbhai Sojitra Address : Tagor Nagar, Nr. Span Laboratory, Lati Plot, Upleta, Rajkot, Gujarat - 360490, India. Occupation:- Business	Sd/- 	 <b>President,</b> <b>Crystal International School</b> <b>Sun Glory Education Foundation</b> <b>Dhoraji, Dist. Rajkot.</b>

Place : Dhoraji

Dated this Thursday day of June, 2019