



प्रारूप 1  
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U80210UP2011NPL044782

2011 - 2012

मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स

LAXMAN SETH EDUCATIONAL FOUNDATION

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

यह निगमन-पत्र आज दिनांक बारह मई दो हजार ग्यारह को मेरे हस्ताक्षर से कानपुर में जारी किया जाता है।

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Form 1  
Certificate of Incorporation

Corporate Identity Number : U80210UP2011NPL044782

2011 - 2012

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

Given under my hand at Kanpur this Twelfth day of May Two Thousand Eleven.

(SANJAY BOSE)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

उत्तर प्रदेश एवं उत्तराखण्ड  
Uttar Pradesh and Uttarakhand

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कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

LAXMAN SETH EDUCATIONAL FOUNDATION  
OPPOSITE MEDICAL COLLEGE, GATE NO. 2, KARGUANAJI ROAD,  
JHANSI - 284001,  
Uttar Pradesh, INDIA

**THE COMPANIES ACT, 1956**  
**ARTICLES OF ASSOCIATION**  
**OF**

**LAXMAN SETH EDUCATIONAL FOUNDATION**

(A Company limited by shares, not for profit under Section 25 of the Companies Act 1956)

**INTERPRETATIONS**

1. The regulation contained in Table A Schedule I shall apply unless the context otherwise requires. Words or expressions contained in these Articles shall bear the same meaning as in the Act and any statutory notification thereof in force.
  - (a) "The Act" means Companies Act 1956 and includes where context so admit any re-enactment or statutory modification thereof for the time being in force.
  - (b) "The Company" means LAXMAN SETH EDUCATIONAL FOUNDATION, a private limited Company within the meaning of Sec 3 (iii) of the Companies Act 1956:-
    - (i) Limits the number of its members to fifty not including:-
      - (a) Persons who are in the employment of the Company and
      - (b) Persons who having been formerly in the employment of the Company was members of the company while in that employment and have continued to be members after the employment ceased and
      - (c) Prohibits any invitation to public to subscribe for any debentures of the Company and
      - (d) Prohibits any invitation or acceptance of deposits from persons other than its members, Directors or their relatives.
  - (c) "Members" Means a person & registered State Associations/ Organisations recognised by the Company and includes the subscribers to Memorandum of Association.
  - (d) "The office" means Registered office of the Company.
  - (e) "The Seal" means the common seal of the Company.
  - (f) "Board Meeting" means meetings of the Directors duly called and constituted or, as the case may be, the Directors assembled at the Board.
  - (g) "Director" means the Directors for the Company.
  - (h) "The Advisory Board" mean the members for the time being of the Company nominated by Boards of Directors.
  - (i) "General Meeting" means a meeting of members.
  - (j) To these Articles, the Board may by a resolution vest in Advisory Board exercise such powers as it thinks fit and such power may be made exercisable for such period and upon such conditions and restrictions as the board may thinks fit.
  - (k) The provisions of the Act and these Articles, the powers and the control of the company shall vest in Board, who may delegate such powers or any part thereof to the Advisory Board.

Words imparting the singular number shall include the plural number and vice versa.

(l) "Board" means Board of Director of the Company.

2. Unless the context otherwise requires, word or expression 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.

## **BOARD OF DIRECTORS**

### **Number of Directors**

3. Subject to provisions of these Articles, the number of the directors of the Company shall not be less two and not more than twelve.
4. The first Directors of the Company are:

|                               |                 |
|-------------------------------|-----------------|
| <b>(i) Mr. Sanjeev Gupta</b>  | <b>Director</b> |
| <b>(ii) Mrs. Preeti Gupta</b> | <b>Director</b> |
5. The activities of the Company shall be managed by the Directors who may be paid all expenses incurred in setting up and registering the Company and may exercise all such powers of the Federation.
6. The Board of Directors may, from time to time by ordinary resolution increase or reduce the number of Directors.
7. The Directors may appoint any person to be an alternate Director to act for a Director (hereinafter in this Article called the original Director) during his absence for a period not less than three months from the State in which meetings of the Directors are ordinarily held, but such alternate Director shall, ipso facto vacate office if and when the original Director returns to the State in which the meetings of the Directors are ordinarily held.

### **PROCEEDINGS OF THE BOARD OF DIRECTORS**

8. The Board of directors may meet for the dispatch of business, adjourn and otherwise regulate its meetings, as it thinks fit.
9. (i) Save as otherwise expressly provided in this Act, questions arising at any meeting of the Board shall be decided by a majority of the Votes.  
(ii) In case of an equality of votes, the chairman shall have a second or casting vote.
10. The quorum necessary for the transaction of the business of Directors shall be minimum two/one Directors.
11. A meeting of the Board of Directors shall be held at least once in every three calendar months and at least four such meetings shall be held in each calendar year. The Directors may meet together for the discharge of the business, adjourn and otherwise regulate their meetings and proceedings, as they think fit.
12. Notice of the every meeting of the Board of Directors of the Company shall be given in writing to every Director for the time being in India and at the actual address in India to every other Director.

13. A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretion by law or under the Articles and regulations for the time being vested in or exercisable by the Directors.
14. For any amendment of the existing constitution a notice of 15 days shall be essential and will be approved by majority of votes in Annual General Meeting.

#### **POWERS OF THE DIRECTORS**

15. The Board of Director shall have the right to delegate any of their powers to such managers or any other persons as they may deem fit and may at their own discretion revoke such powers.
16. (i) The Directors shall have powers for the engagement and dismissal of Managers, Office Secretary, clerks and assistants and shall have power of general direction, management and superintendence of the business of the Company with full powers to do all such acts, matters and things deemed necessary, proper or expedient for carrying on the activities of the Company and to make and sign all such contracts and to draw and accept on behalf of the Company.  
  
(ii) To form committees and sub-committees, time to time as they thinks fit and revoke such powers.

#### **SECRETARY GENERAL**

17. (i) Secretary General may be appointed by the Board, for such term and conditions as it may think fit; at any Secretary General so appointed may be removed by the Board.  
  
(ii) A director may be appointed as Secretary General.
18. A provision of the Act or these regulations requiring or authorizing a director as the Secretary General shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the Secretary General.

#### **ADVISORY BOARD**

19. The Advisory Board shall consist of President, Vice Presidents, Secretary General, Treasurer, Joint Secretaries, and Board of Directors.
20. The following office bearers namely:-
  - (i) President - One
  - (ii) Chairman - One
  - (iii) Vice Presidents - Five
  - (iv) Secretary General - One
  - (v) Joint Secretaries - Three
  - (vi) Treasurer - One

The above office bearer shall be nominated by Board of Directors and hold offices for four years. All other remaining office bearers of Advisory Board shall

- be nominated by the Board of Directors. The retiring office bearers shall be eligible for re-nominated for two terms only.
21. All the aforesaid office bearers/ advisory board members may be nominated wholly or partly by unanimous decision of the Board of Directors meeting.
  22. Any member of the Advisory Board absent (except on account of illness or with the consent of the Advisory Board) for three consecutive Board Meeting shall be deemed to have vacated his post.
  23. The Advisory Board shall meet not less than once in every twelve months of each calendar year for the transaction of business.
  24. Five members of the ADVISORY BOARD shall form quorum for the meeting of the Advisory Board. MANAGEMENT BOARD shall form quorum for the meeting two members personally present.
  25. The President or Executive Director shall be chairman of all meetings of the Advisory Board at which he is present. In the absence of the President in the Advisory Board, the Executive Director shall be as Chairman of the Advisory Board in case of equality of votes shall have a second or casting vote.
  26. The office of an Advisory Board member shall become vacant if:-
    - (a) He is found to be of unsound mind of a Court of competent jurisdiction: or
    - (b) He applies to be adjudicating as an insolvent: or
    - (c) He is adjudicated an insolvent: or
    - (d) he absents himself from three consecutive meetings of the Advisory Board or from all meeting of the Advisory Board without obtaining leave of absence from the Advisory Board : or
    - (e) He is convicted by a Court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment "MEMBERS"
  - 27;
    - (i) The number of members with which the Company proposes to be registered is 3 but the Board of Directors and Advisory Board may, From time to time, and in accordance with, whenever the Company or objects of the Company requires, register an increase its members. Subject to the provision of the act.
    - (ii) The subscribers to the Memorandum and such other persons as the Advisory Board shall admit to membership shall be members of the Company after proper scrutiny and interview of the applicant and payment of requisite fee as decided from time to time.

#### **PROCEEDING OF ADVISORY BOARD MEETINGS**

28. "Advisory Board Meetings" means a meeting of Advisory Board members.
29. (i) No business shall be transacted at Advisory Board Meetings unless a quorum of members is present at the time when the meeting proceeds to business.
  - (ii) Said as herein otherwise provided, five members present in person shall be a quorum.
30. (i) In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine.

- (ii) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
31. The chairman, if any, of the Board shall preside as chairman at every meeting of the Company.
32. If there is no such chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairman of the meeting, the directors present shall elect one of their numbers to be chairman of the meeting.
33. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present one of their numbers to choose chairman of the meeting.
- (i) The chairman may, with the consent of any meeting at which a quorum is present, and, shall if so directed by the meeting, adjourn the meeting from time to time and from place to place.
  - (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, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
34. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.
35. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.

#### **GENERAL MEETINGS**

36. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.
37. (i) The Board of Director may, whenever it thinks fit, call Extraordinary General Meeting.
- (ii) If at any time there are not within India, Directors capable of acting who are sufficient in number to form a quorum, 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.
  - (iii) A General Meeting may be called by giving notice not less than 14 days.

#### **PROCEEDINGS AT GENERAL MEETING**

38. (i) No business shall be transacted at any general meeting unless a specified quorum of members is present at the time when the meeting proceeds to transact business.
- (ii) Minimum two members present in person shall be quorum.
39. Board of Director shall preside as Chairman at every general meeting of the Company.

40. If there is no director present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the meeting, the Directors present shall elect one of their members to be Chairman of the Meeting.
41. If a meeting no Director is willing to act as Chairman and if no Director is present within 15 (Fifteen) minutes after the time appointed for holding the meeting, the members present shall choose one of their to be Chairman of the meeting.
42. (i) The Chairman may with the consent of any meeting at which a quorum is present and shall, if so directed by the Meeting, adjourn the meeting, from time to time and from place to place.
- (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, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
43. In case of equality of votes, whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
44. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.

#### **ANNUAL GENERAL MEETINGS**

##### POWERS AND FUNCTIONS OF THE BOARD:

45. The Annual General Meetings shall be formulating the policies of the Company and the principles on which this shall be aimed out.
46. It shall also consider the audited statements of accounts and the annual report of each year.
47. Any other matter with the permission of the chair.

#### **VOTE OF MEMBERS**

48. Every member shall have one vote. Save as otherwise expressly provided in this Act, questions arising at any meeting of the Board shall be decided by a majority of the Votes.
49. (i) No member shall be entitled to attend any meeting unless all sums presently payable by him to the Company have been paid.
- (ii) Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

#### **CORPORATE/ INSTITUTIONAL MEMBERS**

50. A Corporate/ Institutional member, on admission to the company, will be entitled to all the privileges and rights of member of the company for a period of four years, excepting the rights of attending a meeting. The Corporate/ Institutional member will pay annual subscription. Corporate/ Institutional membership shall be open only to firms, companies, corporations and departments.

### **ORDINARY MEMBERS**

51. An ordinary member (Regd State Association) on admission to the company and payment of such entrance fee and subscription for the time being in force for members, will be entitled to all rights and privileges of membership including the right of attending at meeting and shall also be liable to pay annual subscription for time being in force for members.

### **MEMBERSHIP FEE**

52. The Advisory Board shall fix the lump sum and annual subscription payable for the membership, Corporate/Institutional/departments membership and entrance fee payable by the members and other subscription payable by the guests. The Advisory Board shall have powers to increase or decrease the subscription from time to time.

### **FORM OF APPLICATION**

53. The application for the membership of every candidate shall be in writing. Signed by the candidate and President or Secretary General or Board of members. The form for the various-categories or membership shall be prescribed by the Advisory Board from time to time.
54. The application of every organizations and candidates for the admission as member shall be submitted for approval to a meeting of the Advisory Board or management board for the purpose of admitting members, the decision of which shall be final and binding. The Advisory or Management board shall admit new members only after proper scrutiny.
55. On the admission of any member, the Secretary General/ Directors shall place his name on the Register of member of the company.

### **NOTIFICATION OF ADDRESS**

56. Each member of the company shall communicate his address Telephone No. and change of address to the Director of the company. Any member residing outside India shall provide e-mail or fax number at which all notice shall be served upon him.

### **TERMINATION OF THE MEMBERSHIP**

57. (A) The member shall cease to be member of the Federation.
- (i) On his resignation:
  - (ii) On his being adjudged insolvent and/or becoming of unsound mind:
  - (iii) On his conviction by a competent court of any offence involving moral turpitude:
  - (iv) On failure to pay debts and dues to the company after his name has been posted for non-payment as required under sub-clause (c) hereof.
  - (v) On expulsion from the company under sub-clause (c) hereof.
- (b) If any member refuses or neglects to comply with any provisions of the Memorandum or of Articles of Association or any by-law made there under or is guilty of conduct such as the Advisory Board consider likely to endanger the harmony or effect the character or stability or interest of Company, such member shall be liable to expulsion on the vote of two-third of the members present at special meeting of the Advisory Board summoned for the purpose of investigating and deciding the case, provided that at least one week before meeting, such members shall have had notice thereof, and of the intended resolution for his expulsion, and that he shall at such

meeting and before the passing of such resolution have an opportunity of giving orally or in -writing any explanation or defence he may think fit.

- (c) If any members fails to pay his subscription or bills to the Company after the same have, in the opinion of the Advisory Board, been duly demanded of him in writing, he shall be liable to have his name posted in the premises of the Company for a period of 15 days and notice of such posting shall be sent to the registered address of the member immediately. If at the expiration of the period aforesaid, the amount due or any part thereof remaining unpaid the member shall cease to be a Member of the Company and his name shall be erased from the register of Members of the Company but may be re-admitted without formal re-nominated, if satisfies the Advisory Board that there was sufficient cause, of which the Board of Directors shall be the sole final judge, for his failure to pay such subscription or bills and the payments within 2 weeks there from the amount, thereof and of any subscription falling due in intervals. No member who is posted as a defaulter shall be entitled during default to exercise any of the right and privileges of Membership.

#### **NOTICE**

58. Subject to provision of the act a notice given personally or sent by e-mails/posts against under postal certificate to the address of a member as entered in the books of the Company shall be deemed to have been duly delivered and received.
59. A notice pasted at the registered office of the Company shall be deemed to be well served or any member who has not a registered place of address. At the expiration of twenty-four hours after it is so pasted.
60. A certificate of posting by the Secretary General and /or treasurer presenting or pasting up the registered office of any notice bill or other communication shall be conclusive evidence of the service on or presentation to any member of such notices, bill or other communication.

#### **OPERATION OF BANK ACCOUNTS**

61. The Directors shall have power to open Bank accounts jointly (any two), to sign cheque on behalf of the Company and to operate all banking accounts of the Company and to receive payments, make endorsements draw and accept or may authorize and other person or persons to exercise such powers.
62. The financial year of the Company shall be on the 1st April or such other date as the Board of Directors shall fix in each year to which date the Accounts of the Company shall be balanced/closed.
63. The accounts of the Company shall as soon as practicable after the end of financial year be audited by an Auditor, who shall be' appointed at each Annual General Meeting.

#### **SECRECY**

64. Each member of the Advisory Board, Director, auditor, member of committees, officers, servants, accountant and other person employed in the Company, shall if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the outsiders and the state of accounts with individuals and in matters related there-to and shall by such declaration pledge himself not to reveal any of the matters, which may come to his knowledge in the discharge of his duties except when required so to do by

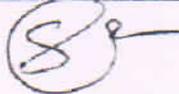
the Board or by laws or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions of these presents contained.

#### **THE SEAL**

65. (a) The Board shall provide for the safe custody of the seal.
- (b) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and except in the presence of at least two Directors and of the Secretary General or such other person as the Board may appoint for the purpose; and those two Directors and the Secretary General or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

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We the several persons whose names, address and descriptions are subscribed are desirous of being formed into a company in pursuance of these Articles of Association and we respectively agree to take the number of shares in the capital of the company set opposite our names.

| S.No | NAME, ADDRESS DESCRIPTIONS, OCCUPATION OF SUBSCRIBERS  | SIGNATURE OF SUBSCRIBER  | SIGNATURE NAME, ADDRESS, DESCRIPTIONS AND OCCUPATION OF WITNESS   |
|------|--|--|---|
| 1    | SANJEEV GUPTA<br>S/o Late Shri L.D. Gupta, 80, Pasrat Bada Bazar, Jhansi (U.P.)<br>Lecturer. |    |   |
| 2.   | PREETI GUPTA<br>C/o Dr. S.K. GUPTA<br>80 PASRAT, BADA BAZAR<br>JHANSI (U.P.) DOCTOR          |     |   |
| 3.   | श्रीमती शान्ति देवी गुप्ता<br>पुत्री स्व. श्री लजपत राम गुप्ता<br>20, पसरत बडा बाजार जहंसी   |  | Witness to All<br><br>Needles Group Co<br>S/o Shri R.B. Gupta<br>G-1, Rohan Apartment<br>125, Mahavir Nagar, Indore<br>452001. (M.P.)<br>Company Secretary<br>CP - 6816<br>FCB - 6881 |

Date: 20/10/2010  
Place: Jhansi

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**THE COMPANIES ACT, 1956**  
**MEMORANDUM OF ASSOCIATION**

**OF**

**LAXMAN SETH EDUCATIONAL FOUNDATION**

**(A Company limited by shares not for profit under section 25 of the companies Act 1956).**

- I. The name of the Company (THEREAFTER CALLED THE COMPANY)  
**LAXMAN SETH EDUCATIONAL FOUNDATION.**
- II. The Registered Office of the Company shall be situated in the State of Uttar Pradesh.
- III. The main objects for which the company is established are:-
  - A. MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:
    1. To establish, manage, maintain, own, administer, promote and subsidise educational institutions for study and research, centres of learning, reading rooms, and other institutions for basic education, adult literacy, advanced studies and other educational forum with the permission of competent authority.
    2. To organize and provide knowledge and education on non commercial basis.
    3. To provide scholarships to students and grant aid including supply of books, stipends, medals, prizes, grants, awards, medicines, educational career support, bursaries and other incentives for purposes of advancement of knowledge, education and literacy on non commercial basis and subject to prevailing laws.
    4. To undertake on its own and/or in collaboration with other educational and research institutions, research for promotion and development of Professional Studies of any kinds and related subjects and delineation of standards thereon and to organize, hold and conduct short term programs, continuing education programs, research projects, seminars, conferences, study programs for the purpose of exchange and dissemination of information and knowledge in all areas.

5. To design and develop instructional resource curricula, teaching aids, teaching materials, evaluation system, educational technologies and learning resource centers and to collect, analyze, collate, tabulate and circulate data, statistics, information etc. relating to or connected with any discipline of Studies of any kind and allied fields on non commercial basis and subject to prevailing laws.
  6. No objects of the Company will be carried out without obtaining prior approval, No objection Certificate from the concerned authority wherever required and or prescribed.
  7. None of the objects of the Company will be carried out on commercial basis.
- B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:
1. To organise and establish branches, and offices of the Company at any place in India and to discontinue the same;
  2. To promote and establish such Associations/Organisations, advisory boards and other suitable bodies in the different States Associations/ Organisations as well as Union Territories as may be deemed necessary in carrying out the aforesaid effectively;
  3. To enter into any arrangement with any government or municipal, local or other authorities, and to obtain from any such government or authority all rights, concessions and privileges that may seem conducive to the Company's objects or any of them;
  4. To convene when thought necessary or expedient, tournaments, training camps, conferences, seminars, exhibitions, or meetings at such places and at such times as considered desirable so as to further the objects of the Company;
  5. To acquire by gift, donation, purchase or take on lease or license or hire or otherwise, lands and all other property (movable or immovable) or any rights or privileges, for the purpose thereof which the Company may from time to time think proper to acquire.
  6. To invest and deal with the money of the Company, not immediately required, in such manner as from time to time may be determined by the Board;
  7. To construct upon any premises acquired for the purpose of the Company any building or buildings for the purpose of the Company and to alter, add or remove any building upon such premises.
  8. To establish, maintain and expand a library of books and publications on statistical, technical and other general interest so as to diffuse knowledge and information in connection with main objects of the Company.
  9. To recruit, train and develop staff, organize conference and to conduct training programmes for official staff.
  10. To act as consultants and render services in relation to the activities carried on by the Company.

11. To acquire from any person, firm or body corporate, whether in India or elsewhere, technical information, know-how, processes and data, for any of the activities of the Company and to acquire any grant or license and other rights and benefits in the foregoing matters and to enter into collaboration agreements, to employ and engage foreign personnel and to pay or remunerate such persons not being members for the same, either in lump-sum or by installment or by way of fees or royalties or otherwise either in Indian rupees or in foreign currencies;
12. To register under Section 25 of the Act, to amalgamate with Company carrying on or about to carry on any business or transaction included in the objects of the Company in India or abroad;
13. To open current accounts with any bank or bankers within India or financial institutions and to pay money into and to withdraw money from such accounts;
14. To receive aid from any other Company or Institution whether incorporated or not, whose objects are similar or in part similar to the Company.
15. To buy, repair, make, supply, in all kinds of apparatus and appliances to persons using the Company buildings.
16. To raise money by subscriptions and to grant right and privileges to subscribers;
17. To hire and employ office secretary, accountants, clerks, managers, coaches, referees, professionals, umpires, scorers, servants and workmen not being members and pay them and other persons not being members in returns for services rendered to the Company, salaries, wages, gratuities and pensions;
18. To borrow or to raise money or secure the payments of money in such manner as the Company shall think fit upon bonds, debentures, bills of exchange, Promissory notes or other obligations, or securities of the Company or by mortgage or charge of the Company property both present and future and to purchase, redeem, or pay off any such securities;
19. To sell, improve, manage, develop, lease, mortgage dispose off or other wise deal with all or any part of the property of the Company, whether movable or immovable for the benefit of the Company;
20. To give granted /donation to such persons, association, club and companies and on such terms and conditions-as may deem expedient for any of the object of Company.
21. To form committees and sub-committees, Management Board, Advisory Board or any other form of set up for running and maintenance of day to day activities of the Company or to make any other rules and regulations for effective functioning of the Company;
22. Provided that the company shall not support with its funds, or endeavor to impose on, or procure to be observed by its members or others, any regulations or others, any regulations, restrictions which, if an object of the Company would make it a Trade Union.
23. To elaborate objective point 1 & 4 establish and manage different professional education Courses in the field of Nursing, Pharmacy, Teachers training courses, Schools, Law Courses, Agricultural courses, Engineering, Management, Computers, Medical education in Medicine, Surgery, Ayurved, Homeopathy, Unani, School and other professional Education and training program after due permission from concerned Government bodies.

- 24 To run nursing home under Unani, Allopathy, Homeopathy, Ayurvedic system of Medicine After taking permission from different governing bodies.
- 25 Computer/IT training and outsourcing
- 26 Skill development program.
- 27 To conduct rural development and health campaign program.

IV The objects of the Company extended to the whole of India

V 1. The 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 of Association.

2. No portion of the income or property aforesaid shall be paid or transferred directly or indirectly, by way of dividend, bonus or other wise by way of profits 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.

3. Except with the previous approval of Central Government no remuneration or other benefits in money or money's worth shall be given by the Company to any of its members whether officers or servants 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. Except with the previous approval of Central Government no members shall be appointed to any office under the Company, which is remunerated by salary, fees or in any other manner not accepted by sub clause (3).

5. Nothing in this clause shall prevent the payment by the Company in good faith of reasonable remuneration to any of its officer's or servant (not being members) or to any other person (not being a member) in return for any services actually rendered to the Company.

VI. 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 alterations has been previously submitted to and approved by the Regional Director.

VII. The liabilities of Members are limited.

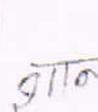
VIII. The Authorized Share Capital of the Company is Rs. 100,000/- (Rupees One Lac only) divided into 10,000 (Ten Thousand) equity shares of Rs. 10 (Rupees Ten) each.

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 member. 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 of dissolution of the Company there remains after the satisfaction of all the debts and liabilities and 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 similar objects of this Company to be determined by the member's at or before the time of dissolution or in default thereof, by the High Court of Judicature that has or may acquire jurisdiction in the matter.

*Handwritten: Submits + not for profit*

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

| Name, address, description and occupation of subscriber   | No. of Equity shares taken by each subscriber | Signature of subscriber   | Signature, name, address, description and occupation of witness  |
|---|---|---|--|
| 1- SANJEEV GUPTA<br>S/o <sup>late</sup> Shri L.D. Gupta<br>80, Pasraat, Bada Bazar<br>Jhansi (U.P.), Lecturer | 3500<br>(Three Thousand Five Hundred Only)    |    |  |
| 2- PREEIZ GUPTA<br>Y/o Dr. S.K. GUPTA<br>80, PASRAAT BADA BAZAR<br>JHANSI (U.P.) DOCTOR                       | 3500<br>(Three Thousand Five Hundred only)    |   | witness to All<br>Preeti   |
| 3- श्रीमती शान्ती देवी गुप्ता<br>स्वामी-जी-नाथ कान्छने<br>20, अस्तावार पल्लव मांसी<br>सामाजिक कार्यकर्ता      | 3000<br>(तीन हजार मात्र)                      |  | Neelesh Gupta<br>40 Shri R. B. Gupta<br>C-1, Rohan Apartment<br>125, Mahave Nagar<br>Jhansi (U.P.) 450001<br>Company Secretary<br>68/6 |
| Total   | (Ten Thousand Only)                           |   |  |

Dated: 20/10/2010  
 Place: Jhansi

*Handwritten: Submits*