THE COMPANIES ACT, 2013
ARTICLES OF ASSOCIATION
OF
APNA SHELTER INDIA FOUNDATION
(COMPANY LIMITED BY SHARES NOT FOR PROFIT UNDER SECTION 8 OF THE COMPANIES ACT, 2013)

PRELIMINARY

1. Subject to as hereinafter otherwise provided, the Regulation contained in Table 'F' in the Schedule I to the Companies Act, 2013 excluding Clause 4,5,6,7,8,9(Sub Clause),18, 27,36, 37, 38,39,40,41,48,76, 80 to 88 mentioned therein shall apply to the Company so far as they are applicable to Private Company formed under Section 8 of the Companies Act, 2013, except so far as they have been impliedly or expressly modified by what is contained in the Articles hereinafter mentioned as altered or amended from time to time.

INTERPRETATION

2. In the interpretation of these Articles, the following expression shall have the following meaning unless repugnant to the subject or context.
   i. "The Company" or "This Company" means **APNA SHELTER INDIA FOUNDATION**
   ii. "The Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force.
   iii. "Board" means Board of Directors of the Company.
   iv. "Members" means shareholder of the Company.
   v. "Month" means calendar month.
   vi. "These Presents" means the Memorandum of Association and these Articles of Association as originally framed or the Regulations of the Company for the time being in force.
   vii. "Seal" means the Common Seal for the time being of the Company.
   viii. "In Writing" and "Written" shall include printing, lithography and any other mode or modes of representing or reproducing words in visible form.
   ix. The words imparting singular number shall include the plural number, and vice versa.
   x. The words imparting "person" shall include Corporation.
   xi. "The Office" means the Registered Office of the Company for the time being.
   xii. Subject as aforesaid and except where the subject or context otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Companies Act, 2013 as in force at the date on which these regulations become binding on the Company.

3. 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;

(iv) The Company may at any time by Special Resolution convert itself into a Company of any other kind Pursuant to Section 8 (4) (ii) of the Act and Rule 21,22 and 23 of Companies Incorporation Rules,2014.

SHARE CAPITAL

4. The Authorised Share Capital of the Company shall be as per Clause 8 of the Memorandum of Association of the Company with power to increase, reduce, consolidate or divide, convert into stock its Capital with the prior approval of Central Government or Registrar of Companies, if required.

SHARE CERTIFICATE

5. Subject to the provisions of Companies Act, 2013 and rules made thereunder or any statutory modification or re-enactment thereof the certificate of title of shares and duplicate thereof when necessary shall be issued under the seal of Company which shall be affixed in the presence of and signed by:
   (1) Any two directors of the Company or person appointed by the Directors and;
   (2) The Secretary or some other person appointed by the Directors for the purpose, provided that if the Composition of the Board permit of it, at least one of the aforesaid two Directors shall be a person other than whole time Director or Managing Director.

CALLS ON SHARES

6. The Directors may, from time to time by resolution passed at a meeting of the Directors, make such calls as they think fit, upon the members in respect of all members unpaid on the shares held by them respectively (whether on account of nominal value of the shares) and not, by the conditions of allotment thereof, made payable at fixed times and such member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by installments.

TRANSFER OF SHARES

7. No shares be transferred to any person who is not a member of the Company, so long as any member or the family of the members, is willing to purchase the same.

8. In case no member is willing to purchase the shares offered for sale, the Directors will be at liberty to transfer the shares to any person selected by the Board of Directors as one desirable in the interest of the Company to be admitted to the membership.

9. Notwithstanding any thing herein contained any shares may be transferred without any restriction whatsoever by a member to his spouse, daughter, son and any lineal descendant of son, father, mother. Any share of a deceased member may be transferred by his executors or administrators or the legal representative to the spouse, daughter, son and lineal descendant of son father, mother of each deceased member (to whom such deceased member may have specifically bequeathed the same) and any share standing in the name of the trustees of the will of a deceased member may be transferred likewise provided.

10. The Company shall incur no liability or responsibility whatever in consequences of its registering or giving effect to a transfer of shares made or purporting to be made by apparent legal owner thereof (as shown or appearing in the Register of members) to the prejudice of person having or claiming any equitable right of such transfer. The Company shall not be bound or required to regard or attend or give effect to any

notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever of neglecting so to do, though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

GENERAL MEETING

11. Not less than twenty one days notice specifying the place, the day and the hour of General Meeting (whether annual or extraordinary), the statement of the business to be transacted and in the case of special business, the general nature of such business shall be given to the member, in the manner hereinafter mentioned or in such other manner as may be prescribed by the Company in General Meeting but accidental omission to give such notice or non- receipt of such notice by any member shall not invalidate the proceeding of the General Meeting. A General Meeting, in case of Annual General Meeting may with the consent of all the members and in case of other general meeting may with the consent by members holding ninety five percent of such part of the paid up capital of the company as gives a right to vote at the general meeting be called at shorter notice and in such manner as the members think fit.

12. At any General Meeting every question shall be decided by show of hands. In case of equality of votes at any General Meeting on a show of hands, the Chairman, if any, shall be entitled to a second or casting vote.

13. No business shall be transacted at any General Meeting unless quorum of members is present. Two members present in person shall be quorum for General Meeting.

BOARD OF DIRECTORS

14. Subject to the provisions of Section 149 of the Companies Act, 2013, and unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than two or more than fifteen including the Alternate Directors, Nominated Directors, Debenture Directors.

15. The First Directors of the Company shall be:

    1. CHINIAPALLI RAJASEKHAR SHASTRY
    2. JITHENDRA NAIDU CHENNU
    3. YALLA RAJI REDDY

    (a) First Directors shall be permanent Directors and act as Directors until he/she voluntarily resigns or becomes incapable of acting and shall not while holding that office be subject to retire by rotation.

    (b) Subject to the provisions of the Act, the Permanent Directors shall have power to appoint any other person as permanent Director of the Company.

    (c) The remuneration of the directors not being a member, shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of the Act, the directors not being a member, may be paid all travelling, hotel and other expenses properly incurred by them (i) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or (ii) in connection with the business of the company.

16. The Board shall have power at any time and from time to time to appoint any other qualified person to be an additional director provided that the total number of directors shall not at any time exceed the maximum fixed under the articles. Any

such additional Director shall hold office only upto the date of the next Annual General Meeting but shall be eligible for reappointment as a Director.

17. The Board shall have power at any time and from time to time to appoint any person to be a Director to fill up a casual vacancy. Any person so appointed shall hold office only upto the date upto, which the Director in whose place he is appointed would have held office if it had not been vacated by him.

18. The Board may appoint an Alternate Director to act for a Director during his absence for a period of not less than three months from the state of Maharashtra. The Alternate Director appointed under the Articles shall vacate office as and when the Original Director returns to the State of Maharashtra.

19. The Board may allow any payment to any Director not being members of the Company, who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place, such sum as the Board may consider fair compensation for travelling, lodging and other expenses in addition to his fee for attending such meeting.

POWER AND DUTIES OF DIRECTORS

20. The management and control of the operation of the Company shall be vested in the Directors who may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not by the Act expressly directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and to any regulations from time to time made by the Company in General Meeting provided that no regulations so made shall invalidate any prior act of the Director which would have been valid if such regulation had not been made.

21. Every Director who is in any way, whether directly or indirectly concerned or interested in any contract or arrangement shall disclose the nature of his concern or interest at a meeting of the Board, such disclosure should be made at the first meeting of the Board held after the Director becomes concerned or interested or at meeting of the Board at which such contract or arrangement is taken into consideration. A General notice given to the Board by a Director, to the effect that he

is a Director or a member of a particular Company or firm and is to be regarded as concerned or interested in the contract or arrangement shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given, but may be renewed for further period of one at a time, by a fresh notice given in the last month of the financial year in which it would otherwise expire.

22. No Director shall be disqualified from his office by reason of his contracting with the Company either as a vendor, purchaser or otherwise nor shall any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided by reason only of such Director holding the office of fiduciary relation in the said establishment.

23. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transactions of business. Question arising at any Board Meeting shall be decided by majority of votes and in case of equality of votes, the Chairman shall be have a second or casting vote.

24. No resolution shall be deemed to have been duly passed by the Board or by a committee thereof by circulation unless the resolution has been circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee as the case may be) and to all other directors or members of the Committee at their usual address in India and has been approved by such of the Directors or members of the committee as are then in India or by a majority of such of them as are entitled to vote on the resolution.

25. The quorum for all the Board Meetings shall be either two Directors or one-third of the total strength (any fraction contained be rounded off as one) whichever is higher provided the quorum shall not be less than two Directors in any case.

26. Every director of a company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into – (*a*) with a body corporate in which such director or such director in association with any other director, holds more than two percent shareholding of that body corporate, or is a promoter, manager, Chief Executive Officer of that body corporate; or (*b*) with a firm or other entity in which, such director is a partner, owner or member, as the case may be, shall disclose the nature of his concern or interest at the meeting of the Board in which the contract or arrangement is discussed and shall not participate in such meeting.

Provided that where any director who is not so concerned or interested at the time of entering into such contract or arrangement, he shall, if he becomes concerned or interested after the contract or arrangement is entered into, disclose his concern or interest forthwith when he becomes concerned or interested or at the first meeting of the Board held after he becomes so concerned or interested.

The meeting of the Board may be convened at such time and at such place as may be reasonably convenient, preference being given to the Registered Office of the Company. The Meeting of the Board if requisitioned shall be held duly at the Registered Office of the Company or elsewhere with mutual consent of the Directors.

27. The Board of Directors may from time to time appoint one or more of their body to be a Managing Director or Joint Managing Director or Wholetime Director of the Company either for a fixed term or without any limitation as to the period for which he/she or they is or are to hold such office on terms and conditions as they deem fit and delegate such powers to him or them as they deem proper and may from time to time remove or dismiss him or them from office and appoint another or others in his or their places.

28. Subject to the provisions of the Act the Company may from time to time raise or borrow any sum of money from the Companies or banks, financial institutions as may be permissible under Act and with authority of competent authority, wherever required.

29. The Directors may from time to time secure the payment of such loans and upon terms and conditions in any respect as they think fit in the interest of the Company, and as permissible by Act, by mortgage or charge of all or any part of the property of the Company or any other form or mode.

a) So long as any money be owing by the Company to any Finance Corporation or to any Financial Company or Body (which Corporation or body is hereinafter in these Articles is referred to as the Corporation) the Directors may authorise such corporation to appoint from time to time any person or persons, as a Director or Directors of the Company (which Director shall be known as Corporation

Director) and such Corporation Director shall not be liable to retire by rotation and need not possess any qualification shares to qualify him for the office of such Director.

b) The Corporation may at any time and from time to time remove any such Corporation Director appointed by it and may at the time of such removal of and also in the case of death or resignation of the person appointed, appoint any other person as a Corporation Director in his place. Such appointment or removal shall be made in writing signed by the Chairman of the Corporation or any Director or any person authorised by the Board of Directors thereof and shall be delivered to the Company at its Registered Office.

ALTERATION OF ARTICLES

30. Every member shall find himself to abide by these Articles of Association on alteration or modification thereof that may be made from time to time in conformity with the Companies Act, 1956 for the time being in force subject to approval of the Central Government

MANAGING DIRECTOR

31. The Managing Director shall, subject to such powers as the Act expressly directs or required to be exercised or done by the Company in General Meeting or by the Directors in the Board Meeting, be entitled to the management of the whole affairs of the Company under the control and directions of the Board of Directors.

MANAGER OR SECRETARY

32. A Manager or Secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it thinks fit and any manager or Secretary so appointed may be removed by the Board of Directors.

THE SEAL

33. The Company shall have Common Seal and the Board shall provide for the safe custody thereof. The seal 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 in the presence of any one Director or such other person as the Board may appoint for the purpose and such Director or other person aforesaid shall sign every instrument to which seal of the Company is so affixed in his presence.

RESERVE

34. Subject to the provisions and if permissible by the Act, the Board may from time to time as it thinks fit, set aside any sums as reserve to meet any contingencies, for repairing, improving or maintaining any of the property of the company as the Board in its absolute discretion thinks conducive to the interest of the Company and may invest the sums so set aside upon such investment and from time to time deal with and vary such investment and dispose of all or any part thereof for the benefit of the Company and may divide the reserve into such special accounts it thinks fit with full powers to employ the reserve or any part thereof for the Company and that without being bound to keep the same separate from the other assets.

WINDING UP

35. 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

36. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in connection with any application under Section 463 in which relief is granted to him / her by the Court.

SECRECY CLAUSE

37. Every Director, Manager, Treasurer, Trustee, Member of Committee, Officer, Servant, Agent, Accountant or other person employed in the Company shall, if so required by the Director before entering upon his duties sign a declaration pledging himself to observe a strict secrecy respecting all transactions and affairs of the Company and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do and except so far as may be necessary in order to comply with any of the provisions in these present contained.

We the several persons, whose names and addresses are hereunder subscribed below, are desirous of being formed into a company not for profit in pursuance of these Articles of Association.

Names, Addresses, Description and Occupation of Subscribers	Signature of Subscribers	Signature, Name, Address, Description and Occupation of Witness
1. Chiniapalli Rajasekhar Shastry **Add: CA-05, Air Force Station, Kanheri Hills, Yeour Village Thane West Maharashtra India – 400606** **Description: Individual** **Occupation: Business** **2. Jithendra Naidu Chennu** **Add: RM NO 3, Latif Top Air Force Station, Kanaheri Hills, Jekegram Post, Yeoor Village Thane West Maharashtra India – 400606** **Description: Individual** **Occupation: Business** **3. Yalla Raji Reddy** **Add: Flat 402, Sai Enclaves, Chemist Bhavan, Jyothingr, Karimnagar, Telangana India- 505001** **Description: Individual** **Occupation: Business**	  	I witness to subscribes, who has subscribed and signed in my presence dated 14th January, 2019 at Place: Mumbai. Further, I have verified their Identity details (ID) for their identification and I satisfied myself of their identification particular as filled in." WITNESS TO 1 & 2: [illegible] Mewalal Sharma Add: Office no.6, Om A[illegible] CHS, B Wing, Louiswadi, Thane (West)- 4[illegible] 107 Maharashtra Occupation: Company Secretary in Practice Mem No.: 55260 COP No.: 20[illegible]42

Place: Mumbai
Date: [illegible] May, 2019