

\*Table  as notified under schedule I of the companies Act, 2013 is applicable to the company

**STRONG EARNING (OPC) PRIVATE LIMITED**

**A COMPANY LIMITED BY SHARES**

| Check if not applicable  | Check if altered                    | Article No | Description   |
|--------------------------|-------------------------------------|------------|---|
| <i>Interpretation</i>    |                                     |            |   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |            | <p>1) In these regulations –</p> <p>(a) ?the Act? means the Companies Act, 2013,</p> <p>(b) ?the seal? means the common seal of the company.</p> <p>(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.</p> <p>3) The Company is a(OPC) Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and accordingly:-,</p> <p>and which by its articles,?</p> <p>(i) restricts the right to transfer its shares;</p> <p>(ii) except in case of One Person Company, limits the number of its members to two hundred:</p> <p>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:</p> <p>Provided further that?</p> <p>(A) persons who are in the employment of the company; and</p> <p>(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,</p> <p>shall not be included in the number of members; and</p> <p>(iii) prohibits any invitation to the public to subscribe for any securities of the company;</p> <p>(3) The Company is a(OPC) Private Company within the meaning of Section 2(62) of the Companies Act, 2013 and accordingly:-</p> <p>(i) restricts the right to transfer its shares;</p> <p>(ii) limits the number of its members to two hundred:</p> |

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|   |                          | <p>Provide 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:</p> <p>Provided further that-</p> <p>(a) persons who are in the employment of the company; and</p> <p>(b) persons who, having been formerly in the employment of the company, were members of the company while in the employment and have continued to be members after the employment ceased, shall not be included in the number of members; and</p>   |
| <b><i>Share capital and variation of rights</i></b> |                          |   |
| <input type="checkbox"/>                            | <input type="checkbox"/> | <p>II<br/>1 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.</p>   |
| <input type="checkbox"/>                            | <input type="checkbox"/> | <p>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,-</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p> <p>(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>(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 to one of several joint holders shall be sufficient delivery to all such holders</p> |
| <input type="checkbox"/>                            | <input type="checkbox"/> | <p>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 any 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.</p> <p>(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.</p>   |
| <input type="checkbox"/>                            | <input type="checkbox"/> | <p>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 recognise (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 these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.</p>   |
| <input type="checkbox"/>                            | <input type="checkbox"/> | <p>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 thereunder.</p> <p>(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.</p> <p>(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.</p>  |
| <input type="checkbox"/>                            | <input type="checkbox"/> | <p>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.</p> <p>(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.</p>   |
| <input checked="" type="checkbox"/>                 | <input type="checkbox"/> | 7   |
| <input checked="" type="checkbox"/>                 | <input type="checkbox"/> | 8   |
| <b><i>Lien</i></b>                                  |                          |   |
| <input type="checkbox"/>                            | <input type="checkbox"/> | <p>9 (i) The company shall have a first and paramount lien-</p> <p>(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</p> <p>(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:</p> <p>Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the</p>  |

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|                          |                          | provisions of this clause.<br>(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.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 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-<br>(a) unless a sum in respect of which the lien exists is presently payable; or<br>(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.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 11 (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.<br>(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.<br>(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.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 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.<br>(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.   |
|                          |                          | <b><i>Calls on shares</i></b>   |
| <input type="checkbox"/> | <input type="checkbox"/> | 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:<br>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.<br>(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.<br>(iii) A call may be revoked or postponed at the discretion of the Board. |
| <input type="checkbox"/> | <input type="checkbox"/> | 14 A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 15 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 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.<br>(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 17 (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any 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.<br>(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.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 18 The Board-<br>(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<br>(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.  |
|                          |                          | <b><i>Transfer of shares</i></b>  |
| <input type="checkbox"/> | <input type="checkbox"/> | 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.<br>(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.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 20 The Board may, subject to the right of appeal conferred by section 58 decline to register-<br>(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or<br>(b) any transfer of shares on which the company has a lien.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 21 The Board may decline to recognise any instrument of transfer unless-<br>(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;<br>(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other  |

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|                               |                          | evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and<br>(c) the instrument of transfer is in respect of only one class of shares.   |
| <input type="checkbox"/>      | <input type="checkbox"/> | 22 On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:<br>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.  |
| <i>Transmission of shares</i> |                          |   |
| <input type="checkbox"/>      | <input type="checkbox"/> | 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<br>(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.  |
| <input type="checkbox"/>      | <input type="checkbox"/> | 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-<br>(a) to be registered himself as holder of the share; or<br>(b) to make such transfer of the share as the deceased or insolvent member could have made.<br>(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.  |
| <input type="checkbox"/>      | <input type="checkbox"/> | 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.<br>(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.<br>(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.  |
| <input type="checkbox"/>      | <input type="checkbox"/> | 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:<br>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. |
| <i>Forfeiture of shares</i>   |                          |   |
| <input type="checkbox"/>      | <input type="checkbox"/> | 27 If a member fails to pay any call, or instalment 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 instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.   |
| <input type="checkbox"/>      | <input type="checkbox"/> | 28 The notice aforesaid shall-<br>(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<br>(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.   |
| <input type="checkbox"/>      | <input type="checkbox"/> | 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.   |
| <input type="checkbox"/>      | <input type="checkbox"/> | 30 (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.<br>(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.   |
| <input type="checkbox"/>      | <input type="checkbox"/> | 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.<br>(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.  |
| <input type="checkbox"/>      | <input type="checkbox"/> | (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;<br>(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and  |

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|                                  |                          | 32 | may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;<br>(iii) The transferee shall thereupon be registered as the holder of the share; and<br>(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.  |
| <input type="checkbox"/>         | <input type="checkbox"/> | 33 | The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any 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.   |
| <i>Alteration of capital</i>     |                          |    |  |
| <input type="checkbox"/>         | <input type="checkbox"/> | 34 | 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.  |
| <input type="checkbox"/>         | <input type="checkbox"/> | 35 | Subject to the provisions of section 61, the company may, by ordinary resolution,-<br>(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;<br>(b) convert all or any of its fully paid-up shares into stock, and reconver that stock into fully paid-up shares of any denomination;<br>(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;<br>(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.  |
| <input type="checkbox"/>         | <input type="checkbox"/> | 36 | Where shares are converted into stock,-<br>(a) the holders of stock may transfer the same or any part thereof in the same manner as, 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:<br>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.<br>(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 such 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.<br>(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.   |
| <input type="checkbox"/>         | <input type="checkbox"/> | 37 | The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,-<br>(a) its share capital;<br>(b) any capital redemption reserve account; or<br>(c) any share premium account.   |
| <i>Capitalisation of profits</i> |                          |    |  |
| <input type="checkbox"/>         | <input type="checkbox"/> | 38 | (i) The company in general meeting may, upon the recommendation of the Board, resolve-<br>(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and<br>(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.<br>(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards-<br>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;<br>(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;<br>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);<br>(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;<br>(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation. |
| <input type="checkbox"/>         | <input type="checkbox"/> | 39 | (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-<br>(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and<br>(b) generally do all acts and things required to give effect thereto.<br>(ii) The Board shall have power-<br>(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and<br>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the  |