(UNDER THE COMPANIES ACT, 2013)

(Company Limited by Shares Not for Profit

under Section 8 of The Companies Act, 2013)

ARTICLES OF ASSOCIATION

OF

FULMINARE SOCIAL HELP FOUNDATION

CONSTITUTION

A. Subject to as hereinafter otherwise provided, the regulations contained in Table "F" in the first schedule of the Companies Act, 2013, shall apply to this company except in so far as they have been specifically excluded, modified or varied by/or under these Articles.

INTERPRETATION

B. In the interpretation of these Articles, the following words and expressions shall have the following meanings, unless repugnant to the subject or context:-

(i) **"Act"** or **"the said Act"** means the Companies Act, 2013 with all modifications or amendments thereof as may be in force from time to time and includes all rules made there under.

(ii) **"Articles"** and **"Articles of Association"** means these Articles of Association duly altered from time to time.

(iii) **"Board"** means the Board of Directors of the Company.

(iv) **"Capital"** means the capital raised or authorised to be raised for the objects of the Company including Paid up capital.

(v) **"Chairman"** means a Chairman of the Board of Directors of the Company or elected or appointed to preside over the meetings of the Company.

(vi) "**Company**" or "**The Company**" or "**Association**" means

"**Fulminare Social Help Foundation**".

(vii) "**Director(s)**" means the Director(s) of the Company and includes persons occupying the position of Director(s) by whatever name called.

(viii) **"Financial Year"** means the period in respect of which any income and expenditure account of the Company laid before it in Annual General Meeting is made up whether that period is a year or not.

(ix) "**Intellectual Property Rights**" shall mean any and all rights in patents, trademarks, copyrights and designs pertaining to symbols, names, images, logos, course content, product, R&D, material, software, design, digital or non-digital material or other work created as a consequence of implementation of the objects of the Company and all other intellectual property rights and equivalent and similar forms of protection, whether registered or unregistered, as well as the applications for registration and the right to apply for registration of any of these rights, in all cases which are used or owned by the Company.

(x) **"Member"** means a person whose name is entered in the Register of Members and includes the subscribers to the Memorandum of Association.

(xi) "**Meeting**" means "**Annual General Meeting**" or "**General Meeting**" or "**Extraordinary General Meeting**" or "**Board Meeting**" or "**Committee Meeting**" of Members duly called and constituted including an adjourned meeting.

(xii) "**Memorandum**" and "**Memorandum of Association**" means the Memorandum of Association as altered from time to time.

(xiii) "**Month**" means calendar month.

(xiv) **"Office"** means the Registered Office of the Company.

(xv) "**Ordinary Resolution**" and "**Special Resolution**" shall have the meanings assigned thereto respectively in the Act.

(xvi) "**Proxy**" includes an attorney duly constituted under a power of attorney to vote for a Member at a general meeting.

(xvii) **"Register"** means register of members to be kept pursuant to the Act.

(xviii) **"Seal"** means the Common Seal of the Company.

(xix) Words importing the singular include the plurals and vice-versa.

(xx) Words importing persons include corporations as well as individuals.

(xxi) Words importing the masculine gender also include the feminine gender.

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 which these regulations become binding on the Company.

These 'presents' means the Memorandum of Association and the Articles of Association as originally framed or the regulations of the Company for the time being in force.

1. PRIVATE COMPANY

1.1 The Company is a Private Limited Company within the meaning of Section 2 (68) of the Companies Act, 2013, licensed under section 8 of the Act and accordingly:

a) The Company shall have minimum paid up capital of Rs. 100,000/- (Rupees One Lakh) or such higher paid up share capital as may be prescribed.

b) The right to transfer the shares in the Company is restricted in the manner and to the extent hereinafter appearing.

c) The number of members of the Company (exclusive of persons who are in the employment of the Company and 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) is limited to two hundred; and provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member.

d) No invitation shall be issued to the public to subscribe for any securities of the Company.

1.2 The Company intends to apply its profits, if any or other income in promoting its objects and to prohibit the payment of any dividends to its Members.

2. SHARE CAPITAL

2.1 The authorised share capital of the Company shall be such as given in Clause 8 of the Memorandum of Association.

2.2 The Company shall have from time to time, power to increase, reduce, sub-divide or to repay the Capital or divide the same into several classes and to attach thereto any rights and to consolidate or subdivide or re-organize the Capital, subject to provisions of the Act, and vary such rights as may be determined in accordance with the Articles.

2.3, The Company may extinguish, and/ or reduce liability for share capital not paid up or, with or without extinguishing or reducing liability, cancel any paid up share capital which is lost or is not represented by assets, or, with or without extinguishing or reducing liability, pay off paid up share capital which is in excess of the requirements of the Company according to the provisions of the Act.

3. TRANSFER & TRANSMISSION OF SHARES

The right of members to transfer their shares shall be restricted as follows:-

(a) Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(b) Every Member who intends to transfer shares shall give notice in writing to the Board of his intention. That notice shall constitute the Board his agent for the sale of the said shares in one or more lots at the discretion of the Board to Members of the Company at a price to be agreed upon by the Vendor and the Board, or in default of agreement at a price which the Auditor of the Company for the time being shall certify, by writing under his hand, to be, in his opinion, the fair selling value thereof as between a willing vendor and a willing purchaser.

(c) Upon the price being fixed as aforesaid, the Board shall forthwith give notice to all the Members of the Company (excluding the Vendor) of the number and price of the shares to be sold and invite each of them to state in writing within 21 days from the date of the aforesaid notice whether he is willing to purchase any, and if so, what maximum number, of the said shares.

(d) At the expiration of the said twenty one days, the Board shall allocate the said shares to or amongst the Members who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as may be pro-rata according to the number of shares already held by them respectively, provided that no Member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid.

(e) In the event of the whole of the said shares not being sold under sub-clause (d) of this Article, the Board may, at any time, within 60 days after the expiry of the said period of

21 days, arrange to transfer the shares not so sold or any part thereof at the price aforesaid to any person, whether an existing member of the company or not.

(f) Upon such allocation being made as referred to in sub-clause (d) hereof, or on the Board arranging to transfer the shares as mentioned in sub-clause (e) hereof, the vendor shall be bound on payment of the said price, to transfer the shares to the purchaser or purchasers and, if he makes default in so doing, the Board may receive and give a good discharge for the purchase money on behalf of the Vendor and appoint any person which the Board is hereby authorised to do and enter the name of the purchaser or purchasers in the Register as holder or holders by transfer of the shares purchased by him or them.

(g) In the event of the whole of the said shares not being sold under the aforesaid provisions, the vendor may, after he has transferred such of the shares sold as aforesaid to the purchaser or purchasers, but in any event, within 45 days from the expiry of the said period of 60 days referred to in sub-clause (f) hereof, transfer the said shares not so sold to any person acceptable to the Board at the same price at which the shares were offered to the Members as aforesaid.

(h) The Board may on behalf of the Company and at its own absolute and uncontrolled discretion, decline to register or acknowledge any transfer of shares (whether fully paid-up or not and notwithstanding that the proposed transferee be already a member) but in such case it shall, within two months from the date on which the instrument of transfer was lodged with the Company, send to the transferee and the transferor notice of the refusal to register such transfer.

4. SHARE CERTIFICATE

4.1 Every person whose name is entered as a Member in the register of members shall be entitled to receive share certificates within three months after allotment or within two months of the application for registration of transfer (or within such other periods as the conditions of issue shall provide).

4.2 Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid up thereon.

5. BOARD OF DIRECTORS

5.1 **Number of Directors:**

Subject to the provisions of the Act, and until otherwise determined by the Company in a General Meeting, the number of directors shall be a minimum of two (2) Directors.

5.2 The following shall be the first Directors of the Company:

i. Mr. Sumit Kumar S/o Shiv Parshan Singh

ii. Mr. Satyendra Kumar Patel S/o Dev Muni Singh

5.3 **Directors not to hold any Qualification shares:**

The Directors of the Company are not required to hold any qualification shares.

5.4 **Appointment of Directors:**

Subject to the provisions of the Act, any vacancy caused by the Board of Directors by resignation, or death of any Director, or by any other reason may be filled in by the Board of Directors by appointing someone they so choose. The Board of Directors have powers to appoint, additional and alternate Directors, and to fill the casual vacancies, but in no case the number of Directors should exceed the maximum fixed under the Act.

5.5 The Board of Directors may appoint Managing Director(s), Executive Director(s) or such persons of such other designation, upon such terms and for such tenure as decided at the Board's discretion from time to time.

5.6 The Board may appoint one or more person(s) as nominee director(s) of any organization or institution, be it a body corporate, society, trust or other person, or of the Government or of any State Government(s), as it may decide.

5.7 **Validity of acts**

All acts done at any meeting of the Board or by any person acting as a Board member shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Board or person acting as Board member or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board member.

5.8 **Resignation of Directors:**

Subject to the provisions of the Act, any Director may resign from his office at any time after giving notice in writing to the Board.

5.9 **Remuneration and other expenses of Directors:**

5.9.1 No remuneration shall be paid to any Director for attending the Board, Committee or General Meetings of the Company.

5.9.2 The Directors, however, may be paid for any extra services rendered by them outside their ordinary course of duties as Directors.

5.9.3 The Directors may be paid for travelling and other expenses for attending and returning from Board, Committee and General Meetings of the Company including hotel expenses and any other expenses properly incurred by them in connection with the business activities of the Company.

5.10 The Directors may function either collectively as a Board, or constitute one or more committee(s) to deal with such matters as the Board may determine.

5.11 Subject to the provisions of the Act, a meeting of the Board of the Company can be held at any place in India or outside India provided that such numbers of Directors as are sufficient to form a quorum are present for such meetings. Subject to the provisions of the Act, a meeting of the Directors may also be held by means of electronic media recognized or permitted by law and in these Articles.

5.12 The management of the Company shall be vested with the Board. The Directors may exercise all such powers and do all such acts and things as the Company is by Memorandum of Association or otherwise authorised to exercise, and do, but subject nevertheless to the provisions of the Act and of the Articles and to any bye-law not being inconsistent with these Articles from time to time made by the Company in General Meeting, provided that no such bye-law shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

5.13 Powers of the Board:

Subject to the relevant 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 any Director or a committee of directors/ authorised persons or any other authorised person who shall be responsible to the Board.

5.14 The Board may frame such code of conduct or practice from time to time as it deems necessary and may modify the same.

5.15 The subscribers to the Memorandum and such other persons as the Board shall admit to membership shall be Members of the Company, and such Members may be Individuals, Companies, Corporations, Institutions, Foundations, Societies registered under Societies Registration Act 1860, Partnership, and/ or Corporate bodies.

6. PROCEEDINGS OF MEETINGS OF BOARD

6.1 Meetings of Directors

6.1.1 The Board may meet for the dispatch of business, may adjourn and otherwise regulate their meetings and proceedings, as it may think fit, subject to the provisions of the Act.

6.1.2 A Director may, and the Manager or Company Secretary on the requisition of a director shall, at any time, call a Meeting of the Board.

6.1.3 Subject to the provisions of the Act, questions arising at any Meeting of the Board shall be decided by a majority of votes and in case of any equality of votes the Chairman shall have a second or casting vote.

6.2 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.

6.3 The Board of Directors shall meet at least once in every quarter of the year to conduct its business.

6.4 A Manager or Secretary, not being a member of the Company, may be appointed by the Board on such terms and at such remuneration and upon such conditions as it may think fit, and the manager or secretary so appointed may be removed by the Board.

6.5 A resolution in writing circulated amongst all the Directors and passed in accordance with the provisions of the Act shall be valid and effected as if it has been passed at a meeting of the Directors duly called and constituted.

6.6 Save as otherwise expressly provided in the Act, a resolution in writing signed by all the members of the Board or Committee thereof for the time being entitled to receive notice of a meeting of the Board or Committee, shall be as valid and effectual as if it has been passed at a meeting of the Board or Committee, duly convened and held.

6.7 Adjournment of Meeting:

6.7.1 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.

6.7.2 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

6.7.3 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.

6.7.4 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.

6.8 **Notices**:

Not less than seven days' notice of every Meeting of the Board or Committee shall be given to each member of the Board, who shall, for the time being be in India unless otherwise required to call a meeting at a shorter notice.

6.9 **Quorum**:

The quorum for any meeting of the Board shall be as prescribed in the Act from time to time.

6.10 Power to appoint Chairman:

6.10.1 Mr. Sumit Kumar be the chairman of all the Board Meetings.

6.10.2 If Mr. Sumit Kumar, Chairman of the Meeting is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their members present to be Chairman of the Meeting.

6.11 Power to appoint Committees and to delegate powers:

6.11.1 The Board may, subject to the provisions of Sections 292 and 293 of the Act, delegate any of its powers to committees consisting of such Member or members as it thinks fit and may from time to time revoke such delegation.

6.11.2 The proceedings of such Committees shall be placed before the Board of Directors at the next Meeting.

6.11.3 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.

6.11.4 A committee may elect a Chairman of its meetings. If no such Chairman is elected, or at any Meeting the Chairman is not present within five minutes after the time appointed for holding the Meeting, the members present may choose one of their members present to be Chairman of the Meeting of the Committee.

6.11.5 A committee may meet and adjourn as it thinks proper.

6.11.6 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 Chairman shall have a second or casting vote.

7. GENERAL MEETINGS

7.1 Annual General Meeting (AGM):

The Company shall in each calendar year hold in addition to any other Meeting, a General Meeting as its AGM, and not more than 15 months shall elapse between the date of one AGM of Company and that of next. The first AGM of the Company shall be held within 9 months from the date of closing of first financial year of the Company.

7.2 Extraordinary General Meetings (EGM):

7.2.1 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

7.2.2 The Board may, whenever it thinks fit, call an EGM.

7.2.3 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 EGM in same manner as nearly as possible, as that in which such a Meeting may be called by the Board.

7.3 EGM on Requisition:

The Board shall call an EGM whenever a requisition in writing is received in accordance with Section 100 of the Act.

7.4 Notice:

Any General Meeting of the Company, including the Annual General Meeting, shall be called after giving a clear twenty one days' notice or earlier to all the members. Notices of shareholders may be sent by post or by courier, or by email or through fax or other electronic mode, as may be convenient. Notice served in any of these modes shall be construed as proper notice. A meeting can also be called at shorter notice after complying the requirements of the Act.

7.5 Chairman:

7.5.1 Mr. Sumit Kumar be the chairman of all Meetings.

7.5.2 If Mr. Sumit Kumar, Chairman is not present within fifteen (15) minutes after the time appointed for holding the Meeting or is unwilling to act as Chairman of the General Meeting, the Members present shall elect one of them to be Chairman of the General Meeting.

7.6 The Annual General Meeting may be held at the registered office of the Company or at such other place within the city in which the registered office of the Company is situated at the time, place and date of such meeting as predetermined by the Board.

7.7 Poll:

7.7.1 The Chairman of a Meeting shall have powers to direct and regulate the manner of conduct of a poll.

7.7.2 Any business other than that upon which a poll has been demanded may be preceded upon, pending poll.

7.8 The Board of Directors shall cause minutes of all proceedings and resolutions of all meetings of shareholders and Directors to be recorded and duly entered into the Minutes Book which shall be kept at the registered office of the Company. Any such minutes signed by the Chairman of the Meeting shall be presumed correct evidence as to the matters therein contained and all resolutions and proceedings of which minutes have been so made are presumed to have been duly passed.

7.9 In the 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.

7.10 **Quorum:**

7.10.1 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.

7.10.2 One-third of the total number of members shall form the quorum subject to a minimum of two members.

7.10.3 If within half an hour from the time appointed for holding the meeting, a quorum is not present, the meeting, if called upon the requisition of member shall be dissolved. 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 other time and place as the Board may determine. If at such 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.

8. VOTE OF MEMBERS

8.1 Subject to any right of restriction attached to any class by term of its issue or otherwise:

i. On show of hands, every member (holder of equity shares) shall have one vote; and

ii. On poll, the voting right of every member (holder of equity shares) present in person or by proxy shall be in proportion to his holding of Equity Shares in the paid up Equity Capital of Company.

8.2 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 nominee or other legal guardian, and any such nominee or guardian may, on a poll, vote by Proxy.

8.3 No Member shall be entitled to vote at any General Meeting unless all sums presently payable by him to the Company have been paid.

8.4 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 not disallowed at such Meeting shall be valid for all purposes.

8.5 Any such objection made in due time shall be referred to the Chairman of the Meeting, whose decision shall be final and conclusive.

8.6 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: 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 Meeting or adjourned Meeting at which the Proxy is used.

8.7 A shareholder may appoint any other Person as a Proxy who need not be a Member of the Company.

8.8 The instrument appointing a Proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of that power of authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the Meeting at which thé Person named in the instrument proposed to vote, and in default, the instrument of Proxy, shall not be treated as valid.

9. SECRECY CLAUSE

Subject to the provisions of the law of land and the Act, every Manager, Auditor, Trustee, Member of a Committee, Officer Servant, Agent, Accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon his duties, sign declaration, pledging himself or otherwise to observe strict secrecy respecting all transactions of the Company with its customers and the state of account with individuals and in the matters relating thereto and shall be by such declaration, pledge himself or otherwise not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any General Meeting or by the laws of the country and except so far as may be necessary in order to comply with any of the provisions in these Presents or the Act.

10. THE COMMON SEAL

The Board shall provide for safe custody of the seal of the Company. The seal shall not be affixed to any instrument except by the authority or resolution of the Board in presence of one of the Directors who shall sign every instrument to which the seal of the Company shall be so affixed in his presence.

11. ACCOUNTS

11.1 The Company shall cause to be kept proper books of accounts with respect to:

i. All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.

ii. All sales and purchases of goods by the Company.

iii. The assets and liabilities of the Company.

12. AUDIT

12.1 The Accounts of the Company shall be audited by the Auditors appointed as per the provisions of the Act. The Accounts when audited and approved at the Annual General Meeting shall be conclusive.

13. INDEMNITY

13.1 Every officer 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 which he is acquitted or in which relief is granted to him by the court or the Tribunal.

We, the several persons whose names, addresses, description, and occupation are hereunto are desirous of being formed in to a company not for profit, in pursuance of this Articles of Association:-

S.No.	Name, Description, Addresses, and Occupation of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature of the Subscriber	Name, Description, Address and Occupation of the Witness
1.	 Sumit Kumar S/o Shiv Parshan Singh Add: Rehari, Barahari, Kargahar, Rohtas, Bihar – 802215 Occ:- Agriculture Business	7500 Equity Shares @ Rs. 10 per Equity Share		**Name:-** Bhupender Verma S/o Suresh chand **Add:-** B -38 Old Dlf colony Sector 14, Gurgaon, Haryana, India – 122007 **Occ:-** Practicing Company Secretary **Mem. No.:-** 50558 **COP No.** 19086 I witness to Subscriber(s) who has subscribed & signed in my presence dated 22th August 2020. Further, I verified their identity details for their verification & Satisfied myself of their identification information as filled in. ESTD. 2015 BHUPENDER VERMA & ASSOCIATES COP 19086
2.	 Satyendra Kumar Patel S/o Dev Muni Singh Add: Rehari, Barahari, Kargahar, Rohtas, Bihar – 802215 Occ:- Agriculture Business	2500 Equity Shares @ Rs. 10 per Equity Share	Satyendra Kumar Patel	

Date:- 22nd August 2020

Place:- Gurgaon