

**MEMORANDUM OF
ASSOCIATION
OF THE
SHISH INDUSTRIES LIMITED**



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

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

I hereby certify that SHISH INDUSTRIES LIMITED is incorporated on this Eleventh day of May Two thousand seventeen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U25209GJ2017PLC097273.

Given under my hand at Manesar this Eleventh day of May Two thousand seventeen .

DS MINISTRY OF
CORPORATE
AFFAIRS 01

ALOK TANDON

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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

SHISH INDUSTRIES LIMITED

BLOCK NO.290,OR R.S.NO.265-266,AT.POST:PIPODARA,
TALUKA.MANGROL,DISTRICT-SURAT.KIM-394110, KIM, Surat, Gujarat,
India, 394110



**THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
SHISH INDUSTRIES LIMITED**

DEED OF PARTNERSHIP

THIS INDENTURE is made at Surat on this 9th day of January 2017, Monday corresponding to by and between

1. Sureshbhai Vitthalbhai Goti

Residing at Flat No. 11, Shiv Appartment, Nr. Sardar Patel Status, Opp. D-Mart, Vallabh Vidhyanagar, Anand, Gujarat of the ONE PART (hereinafter referred to as "THE RETIRING PARTNER") AND

2. A) Satishkumar Dayabhai Maniya

Residing at C-501-502, Rushikesh Township, Sarthana Jakat Naka, Varachha Road, Surat – 395006. Gujarat. (hereinafter referred to as party of second part).

B) Rameshbhai Virjibhai Kakadiya

Residing at A-57, Snehmilan Society, Chikuwadi, Varachha Road, Surat – 395006, Gujarat. (hereinafter referred to as party of second part).

of the SECOND PART (hereinafter referred to as "THE CONTINUING PARTNERS") AND

3. A) Nitaben Satishbhai Maniya

Residing at C-501-502, Rushikesh Township, Sarthana Jakat Naka, Varachha Road, Surat – 395006. Gujarat. (hereinafter referred to as party of third part).

B) Jigneshbhai Dayabhai Maniya

Residing at C-501-502, Rushikesh Township, Sarthana Jakat Naka, Varachha Road, Surat – 395006. Gujarat. (hereinafter referred to as party of third part).

C) Dayabhai Kanjibhai Maniya

Residing at C-501-502, Rushikesh Township, Sarthana Jakat Naka, Varachha Road, Surat – 395006. Gujarat. (hereinafter referred to as party of third part).

D) Jalvinben Rameshbhai Kakadiya

Residing at A-57, Snehmilan Society, Chikuwadi, Varachha Road, Surat – 395006. Gujarat. (hereinafter referred to as party of third part).

E) Virjibhai Bhimjibhai Kakadiya

Residing at A-57, Snehmilan Society, Chikuwadi, Varachha Road, Surat – 395006. Gujarat. (hereinafter referred to as party of third part).

of the THIRD PART (hereinafter referred to as "THE NEW PARTNERS") AND WHEREAS party of First Part and Second Part are hereinafter referred to as the continuing partners, Party of Third Part to Seventh Part hereinafter referred to as new partners.

WHEREAS by and under the Indenture of Partnership dated 01/07/2012 the parties hereto were carrying on the business of Manufacturing of PP Corrugated Sheet in Partnership at Block No. 290, Survey No. 265-266, Plot No. 18 to 23, B/1 Paiki 1, Pipodara, Surat - 394110. Gujarat, India in the Firm name and style of M/S. SHISH INDUSTRIES.

AND WHEREAS the party/parties hereto of the One Part expressed his/her/their desire to retire on and with effect from 09TH day of January, 2017 from the said Partnership of leaving the party/parties hereto of the Second Part as the sole and absolute owner/s of all the Assets and Liabilities of the said Partnership of M/S. SHISH INDUSTRIES including the Goodwill thereof.

AND WHEREAS the party/parties hereto of the Second Part has agreed for the Retirement of the party/parties hereto of the One Part.

AND WHEREAS the party/parties of the Third Part herto expressed his/her/their desire to join the party/parties of the Second Part as partner to which the parties hereto of the Second Part agreed. **AND WHEREAS** the party/parties hereto have expressed his/her/their desire to record the terms and conditions of Retirement of the Party/Parties hereto of the One Part and admitting party of the Third Part as new partner into writing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. The party/parties hereto of the One Part has/have retired from the Partnership of M/S. SHISH INDUSTRIES on and with effect from 09th day of January , 2017 and the party of the Third Part is admitted on the same day.
2. It is also agreed by and between the parties hereto that the Continuing Partner/s and New Partner shall become the absolute owner/s of the all the assets, liabilities, stock in trade, property, fixtures, articles and goodwill of the said business of M/S. SHISH INDUSTRIES and shall also be entitled to carry on and continue the said business under the name and style of M/S. SHISH INDUSTRIES.
3. In order to better enable the Continuing Partner/s and New Partner/s to get in and receive the Partnership estate, effects, assets and Premises the Retiring Partner/s hereby irrevocably appoints them the Continuing Partner/s and New Partner/s the true and lawful attorneys of the Retiring Partner/s in his/her/their names severally or jointly with and in the name of the other of them of the Continuing Partner/s and New Partner/s or otherwise but at the sole risk and costs of the Continuing Partner/s and New Partner/s to ask, demand, sue for recover and receive and to sign and give full and effectual receipt and discharge for all and singular the debts, estates and effects of or due or owing or in anywise belonging to the said Partnership or any party thereof with sufficient power and authority to settle all accounts, reckonings, matters and things whatsoever relating to the said business with all and every or any person/s whosoever and to compound for or release all or any of the debts or claims belonging thereto and to submit the same or any questions or controversy relating thereto to arbitration and otherwise to act in the premises in all things for the purposes aforesaid and generally to take and prosecute every and any method expedient whatsoever for recovering and receiving the said Partnership estate, effects or any part thereof in as full ample beneficial a manner to all intents and purposes as they the Retiring Partner/s and the Continuing Partner/s might or could jointly have done in case the said Partnership had been still subsisting.
5. The Retiring Partner/s hereby agrees and undertake/s to sign, execute and do all such things in respect of further documents, deeds, acts and things as the Continuing Partner/s and New Partner/s shall reasonably require for completely and effectively carrying out this Deed of Retirement.
6. The partnership Business shall be continued to be carried on in the firm name and style of M/ S. SHISH INDUSTRIES and may further be carried on in such other name or names as the parties of Second Part and Third Part hereto may mutually agree upon from time to time.
7. The Partnership shall be deemed to have come into force on and from the 09th day of January 2017.
8. Duration of the Partnership Business shall be "AT WILL".
9. The Partnership Business shall be continued to be that of and further any other business as the party/parties hereto may mutually agree upon from time to time.

10. The Partnership business shall be continued to be carried on at Block No. 290, Survey No. 265-266, Plot No. 18 to 23, B/1 Paiki 1, Pipodara, Surat - 394110. Gujarat, India and may further be carried on at any other place or places as the party/parties hereto may mutually agree upon from time to time.
11. Capital of the Partnership Business shall consist of such sum or sums as may be contributed by the party/parties hereto from time to time and additional fund required for running the partnership business may be borrowed from banks, financial institutions and/or any other such sources with or without security as the parties hereto may mutually agree upon from time to time.
12. Interest at such rate as partners may decide from time to time or such lower/higher rate as may be prescribed under section 40(b) (iv) of the Income Tax Act, 1961 shall be payable by the partnership firm on the amount standing to the credit of the capital and/or current or loan account of the partners. The partners shall be at liberty to increase or reduce the above said rate of interest from time to time. Partners may agree by mutual consent to waive or reduce the rate of interest payable to them in respect of their capital and loan accounts in the case of losses or of small profits or because of difficult financial position of the business of the firm.
13.
 - a. It is agreed by and between the parties hereto that the All partner/s (herinafter referred to as "working partner/s") who are devoting their time and attention in the conduct of the affairs of the Firm as the circumstances and business needs may require, shall be paid remuneration to the working partners as per limit laid down by section 40(b) of the Income Tax Act, 1961.
 - b. The remuneration payable to the working partners as above shall be credited to their respective accounts on ascertainment of book profits. The partners shall be entitled to increase, reduce or waive the above remuneration and may agree to pay remuneration to other partner or partners. The parties hereto may also agree to revise the mode of calculating the above remuneration and decide to pay remuneration and grant other benefits.
 - c. The net profits of the partnership business after deducting interest credited to the partners' capital account and remuneration payable to the working partners in accordance with this clause of the Deed Of Partnership shall be divided and distributed amongst the partners on the close of the accounting year in the following ratio:

S.No.	Name of the Partners	Share %
1.	Satishkumar Dayabhai Maniya	49.80
2.	Nitaben Satishbhai Maniya	0.32
3.	Jigneshbhai Dayabhai Maniya	0.32
4.	Dayabhai Kanjibhai Maniya	0.32
5.	Rameshbhai Virjibhai Kakadiya	48.60
6.	Jalvinben Rameshbhai Kakadiya	0.32
7.	Virjibhai Bhimjibhai Kakadiya	0.32
		100.00

Losses include the loss of capital, if any shall be borne by the parties hereto in the same proportion.

14. Account shall be maintained for all the transactions of the Partnership Business and Books of Accounts shall be closed and adjusted for each Financial Year on 31st March and Balance Sheet and Profit and Loss Account of the Partnership Business shall be drawn for each Financial Year within reasonable time after the end of Financial Year.
15. Account of the Partnership Business shall be continued with the present Bank and may further be opened with such Bank or Banks as the parties hereto may mutually agree upon from time to time and shall be operated by any one of the Partners.
16. Each Partner shall be just and faithful to the other Partners and shall diligently attend to the Partnership Business. No Partner shall without consent in writing of the other Partners

- (a) assign or pledge his/her share and interest in the Partnership to any other person.
 - (b) lend money give credit or have any dealings with any person whom the other Partners shall have previously forbidden him/her to trust.
17. If any Partner desires to retire from the Partnership he/she shall give three Calendar months notice in writing to the other Partners expressing clearly his/her intention to retire from the Partnership and on the expiry of the period mentioned in the notice such Partner shall be deemed to have retired from the Partnership.
18. Death, insolvency or retirement of any Partner from the Partnership shall not dissolve the Partnership and Surviving Partner/s may continue to carry on the Business either as the Sole Proprietor or in Partnership with others/either in Partnership with themselves or with others as may be mutually agreed upon by and between the Surviving Partners. All the disputes and questions whatsoever whether between the parties hereto or between one of them and the legal heir or legal representative of the other or between their respective heirs or legal representative and whether during or after the determination of this Partnership and whether in relation to the interpretation of these presents or to any act or omission of a party to the dispute or as to any act which ought to be done by the parties in dispute or any of them in relation to any other matter whatsoever touching these presents shall be referred to a single arbitrator, if the parties can agree upon one and in case the parties do not agree, to two arbitrators one to be appointed by each party to the dispute and in case of difference between the arbitrators, to the Umpire to be appointed by the arbitrators before they enter upon the arbitration and the award and the decision of the single arbitrator or of the two arbitrators or of the Umpire as the case may shall be final and binding upon both the parties and the provisions of the Indian Arbitration Act, 1940 or any statutory enactment for the time being in force as to arbitration shall apply so far as may be to such arbitration.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

NOW THIS INDENTURE WITNESSETH that each of the parties hereto respectively so far as it relate to the acts and deeds of himself /herself , his/her representatives , heirs, executors and administrators assigns, successors, on oath hereby covenant with each of the other or them respectively, so far as it relates, to the acts and deeds of himself /herself and his/her respective representatives., heirs, executors and administrators assigns, successors, and separately covenant with each if the other or them that the several persons, if any, who shall become members of Company in the manner contained in the memorandum and articles of association, to be a joint stock company under the name and style specified in the Memorandum and that such Company and the members thereof shall be Subject to the declaration and regulation contain in the Memorandum and Articles of Association and mentioned as Schedule B.

- I. The name of the Company is **“SHISH INDUSTRIES LIMITED”**.
 - II. The Registered Office of the Company will be situated in the STATE OF GUJARAT.
 - III. The objects for which the Company is established are:
- (A) THE MAIN OBJECT T O BE PURSUED BY THE COMPANY ON ITS INCORPORA TION IS:**
- 1. To carry on the business of manufactures, engineers, contractors, founders, designers, importer, exporter, dealer and trader of all kinds of H.D.P.E., L.L.D.P and L.D.P., containers and of all kinds of plastic/rubber and packing materials and in particular Polythene bags, Plastic injection and Blow Moulded, articles, Fibre drums, Plastic coating on Electric Cables, Plastic pipes, Industrial and House hold plastic products, Plastic Imagination on paper or any other articles, Plastic dyes, plastic products or Holders, Storage tanks, PP Corrugated sheets and carton boxes, Wooden boxes, Metal rings with seals and other Industrial, household and Consumer goods products and machines of all kinds for useful plastic conversion and undertaking job works of printing on the in packing any other products and to carry on the business of manufacturers or and dealers in and importers and exporters of all kinds of packaging containers including cartons, boxes and cases wholly or partly made of papers, boards, wood, glass, plastic, rubber, metals, zelatine, tin or otherwise and glass bottles, glass jars, flasks, casks and glass containers of every description, fib rite boxes, corrugated containers, corrugated rolling boxes, display boxes, aluminum coils and packing requisite of every kind and description.

(B) THE MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE III (A) ARE:

1. To acquire, build, construct, improve, develop, give or take in exchange or on lease, rent, hire, occupy, allow, control, maintain, operate, run, sell, dispose of, carry out or alter as may be necessary or convenient any lease-hold or freehold lands, movable or immovable properties, including building, workshops, warehouse, stores, easement or other rights, machineries, plant, work, stock in trade, industrial colonies, conveniences together with all modern amenities and facilities such as housing, schools, hospitals, water supply, sanitation, townships and other facilities or properties which may seem calculated directly or indirectly to advance the company's objects and interest either in consideration of a gross sum of a rent charged in cash or services.
2. To apply for, purchase, acquire, and protect, prolong and renew in any part of the world any patents, patent rights, brevets invention, licenses, protections and concessions which may appear likely to be advantageous or useful to the company and to use and turn to account and or grant licenses or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights which the company may acquire or proposes to acquire.
3. To establish, provide, maintain and conduct or subsidies research laboratories and experimental workshops for scientific and technical researches, experiments and tests of all kinds and devices and/or to sponsor or draw out programmes for promoting scientific, technical, social, economic and educational research and development and assist in the execution and promotion of such programmes either directly or through an independent agency or in any other manner, directly or indirectly and to secure such approvals, exemptions and/or recognitions under the Income Tax Act, 1961 and any other law for the time being in force and to promote studies and researches both scientific and technical investigations, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the award of scholarships, prizes, grants to students and generally to encourage, promote inventions of any kind that may be considered useful to the company.
4. To form incorporate, promote, purchase, acquire, undertake or takeover, the whole or any part of the business, profession, goodwill, assets, properties (movable or immovable), contracts, agreements, rights, privileges, effects, obligations and liabilities of any persons, firm or company or companies carrying on all or any of proposing to carry on or ceasing to carry on any business, profession or activities which the company is authorized to carry on or the acquisition of all or any of the properties, rights and assets of any company or subject to the provisions of the Companies Act, 2013, the control and management of the company or the undertaking of the acquisitions of any other object or objects which in the opinion of the Company could or might directly or indirectly be beneficial or advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation or takeover or acquisition and to remunerate any person, firm or company in any manner, it shall think fit for services rendered or to be rendered for and in respect of such promotion or incorporation or takeover or acquisition or in obtaining subscription of or the placing of any shares, stocks, bonds, debentures, obligations or securities of any such company or companies, subject to the provisions of the Companies Act, 2013.
5. Subject to the provisions of applicable law to procure registration, incorporation or recognition of the Company in any country state or place and to establish and regulate agencies for the purpose of the company's business and to apply or join in applying to any parliament, local government, municipal or other authority or body, Indian or foreign for any rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.
6. To enter into partnership or any arrangement for sharing or pooling profits, amalgamations, union of interest, co-operation, joint venture, reciprocal concessions or to amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business, undertaking or transactions which this company is authorized to carry on or engaged in any business, undertaking or transactions which may seem capable of being carried on or conducted, so as directly or indirectly, to benefit the company.
7. To acquire or amalgamate, absorb or merge with any other company or companies or to form, promote subsidiaries having objects altogether or in part similar to those of this company.

8. To manage, sell, dispose off, let, mortgage, exchange, redeem, underlet, grant leases, licences, easements or turn to account or otherwise dispose off in any manner the whole of the undertaking or any properties (movable or immovable), assets, rights, and effects of the Company or any part thereof, on such terms and for such purposes and for such consideration as the company may think fit and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company and in the event of winding up of the Company to distribute among the members in specie or kind any properties or assets of the Company or any proceeds of sale or disposal of any properties of the Company, subject to the provisions of the Companies Act, 2013.
9. To enter into arrangements with any government or authorities municipal, local or any persons or company in India or abroad that may seem conducive to the objects of the company or any of them and to apply for, secure, acquire, obtain from such government, authorities, persons or company any right, privileges, powers, authority, charters, contracts, licences, concessions, grants, decrees, rights which the Company may think desirable.
10. To pay all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and charges in connection therewith and/ or make donations (by cash or other assets) to remunerate by allotment of fully or partly paid shares or by a call or option on shares, debentures, debenture-stocks or securities of this or any other company or in any other manner, whether out of the Company's capital or profits to any person, firm, company assisting to place or guaranteeing the subscription of other security of the company in or about the formation or promotion of the Company or for any other reason which the company may think fit subject to the provisions of the Companies Act, 2013.
11. To promote or join in the promotion of any company or companies including subsidiary companies (wholly owned or partly owned) for the purpose of acquiring all or any of the properties, rights and liabilities of the company or for any other purposes which may seem directly or indirectly calculated to benefit the Company and to underwrite shares and securities therein.
12. To do all or any of the above things in India or in any part of the world as principals, agents, contractors or trustees and either alone or in conjunction with others.
13. Subject to provisions of Companies Act, 2013 and the rules framed there under and the directives issued by the Reserve Bank of India, to borrow or raise money or to take money on loan on interest from banks, financial institutions, government agencies, co-operative societies, persons, companies, firm, in such manner as the Company may think fit and in particular by the issue of debentures or debenture-stock, perpetual including debentures or debenture stock convertible into shares of this Company or perpetual annuities and in security of any such money borrowed, raised or received to mortgage, pledge, hypothecate, or charge the whole or any part of the properties (movable or immovable) assets or revenue of the Company present or future including its uncalled capital by special assignments or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may be deemed expedient and to purchase, redeem or pay off any such securities. The Company shall not carry on any banking or insurance business which may fall within the purview of Banking Regulations Act, 1949 or the Insurance Act, 1938, respectively.
14. To make, draw, accept, endorse, discount, execute, negotiate, assign, and issue cheques, promissory notes, drafts, hundies, bonds, railway receipts, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instrument.
15. To guarantee the payment of money secured or unsecured by or payable under or in respect of any promissory notes, bonds, debenture stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, central, state, municipal, local or of any person whomsoever whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations of any person, firm or company and to guarantee the repayment of loan with interest availed from Financial institution/s, Banks, Private Financiers, availed by any person, company, firm, society, trust or body corporate.
16. To guarantee or become liable for the performance of the obligations and the payment of interest on any debentures or securities of any company, corporation or association or a persons in which such guarantees may be considered beneficial or advantageous, directly or indirectly to further the objects of the Company or the interest of the members.

17. Subject to the provisions of the Companies Act, 2013 to accumulate funds and to invest or deal in with and invest money belonging to the Company in any deposits, shares, stocks, debentures, debenture-stocks, kinds obligations, or securities by original subscription, participation in syndicates having similar objects and to tender, purchase, exchange and to subscribe for the same and to guarantee the subscription thereof and to exercise and enforce all the rights and powers conferred by or incidental to the ownership thereof.
18. To open and operate current, overdrafts, loan, cash credit or deposit or any other type of accounts with any banks, company, firm, association or person.
19. To establish, continue and support or aid in the establishment of cooperative societies, association and other institutions, funds, trusts, amenities and conveniences calculated to benefit or indemnify or insure employees or ex-employees of the Company or Directors or ex-Directors of the Company or the dependants or connections of such persons and at its discretion to construct, maintain, buildings, houses, dwelling or chawls or to grant bonus, pensions and allowance and to make payments towards insurance and to pay for charitable or benevolent objects, also to remunerate or make donations by cash or other assets or to remunerate by the allotment of shares credited as fully or partly paid for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any debentures, debenture-stock or other securities of the company in or about the formation or promotion of the Company or for the conduct of its business.
20. To undertake, carry out, promote and sponsor rural or semi urban or urban development including any programme for promoting the social and economic welfare or uplift of the public in any such area and to incur any expenditure on any programme of rural, semi-urban and urban development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.
21. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for the discharging of social and moral responsibilities of the Company to the public or any section of the public as also any activities to promote national welfare or social, economic and without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activities for publication of any books, literature, newspapers or for organizing lectures or seminars likely to advance these objects or for giving merit awards or scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, funds or trusts having any one of the aforesaid objects as one of its objects by giving donations and/or contributions, subsidies and/or grants or in any other manner.
22. To donate, gift, contribute, subscribe, promote, support or aid or assist or guarantee money to charitable, benevolent, religious, scientific, national, public or to other institutions, funds or objects, or for any public, general or other objects and to accept gifts, bequests devices and donations from any firm, company or persons as may be thought appropriate or conducive to the interest of the Company.
23. To create any depreciation fund, reserve funds, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures, redeemable preference shares or gratuity or pension or for any other purpose conducive to the interest of the Company.
24. Subject to provisions of the Companies Act, 2013, to place, reserve, distribute, as dividend or bonus or to apply as the Company may from time to time determine any moneys received in payment of dividend or money arising from the sale of forfeited shares or any money received by way of premium on shares or debentures issued at a premium by the Company.
25. To engage, employ, train, either in India or elsewhere, suspend and dismiss any agents, managers, superintendents, assistants, clerks, coolies other employees and to remunerate any such persons at such rate as shall be thought fit and to grant pensions or gratuities to any such person or to his widow or children and generally to provide for the welfare of employees.
26. To refer or agree to refer any claims, demands, disputes or any other questions by or against company or in which the company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third

party to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.

27. To use trademarks, trade names or brand names for the business activities products and goods and adopt such means of making known the business and products in which the company is dealing as may seem expedient and in particular by advertising on radio, television, newspapers, magazines, periodicals, by circulars, by opening stalls and exhibition, by publication of books and periodicals, by distributing samples and by ranting prizes, rewards and awards.
28. To undertake the payment of all rent and the performance of all covenants, contracts, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or acquired by the Company.
29. To become members of or to enter into any agreement with any institution, association or company carrying on or which may carry on research and other scientific work of investigation in connection with any business of Company or other trades or industries allied therewith or ancillary thereto and to acquire shares in any such institutions, association or company and contribute towards the capital or funds, thereof.
30. To undertake and execute any trust which may be beneficial to the Company directly or indirectly.
31. To ensure properties, assets, undertakings, contracts, guarantees, liabilities, risks or obligations of the Company of every nature and kind.
32. To receive donations, gifts, contributions, subsidies, grants, and other mode of receipts of money for the furtherance of the objects of the Company.
33. To invest the funds of the Company not immediately required in Government or Semi Government corporations, companies or firms.
34. To pay a share in the profit of the company or commission to brokers sub-agents, agents or any other company, firm or person including the employees of the Company as may be thought fit for services rendered to the Company.
35. To employ experts, to investigate and examine into the conditions prospects, value character and circumstances of any business concerns and undertaking and generally of any assets, concessions, properties and / or rights.
36. To open establish, maintain and to discontinue in India or overseas any offices, branch offices, regional offices, trade centers, exhibition centers, liaison offices and to keep local or resident representative in any part of the world for the purpose of promoting the business of the company.
37. To enter into arrangement for technical collaboration and/or other form of agreement including capital participation with a foreign or Indian company for the purpose of manufacture, quality control and product improvements and for marketing of the products which the Company is empowered to manufacture and/or market and to pay or to receive for such technical assistance or collaborations, royalties or other fees in cash or by allotment of shares of the Company credited as paid up or issue of debentures or debentures stock, subject to the provisions of laws for the time being in force.
38. To secure contracts for supply of the products manufactured by the company to military, civil and other departments of the government or semi-government bodies, corporations, public or private contracts, firms or persons and to recruit trained persons including persons retired from defense, police, military and paramilitary forces to employ detectives.
39. To take part in the management, supervision and control of the contracts, rights, turnkey jobs, operations or business of any company or undertaking entitled to carry on the business which the company is authorized to carry on.
- IV.** The Liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V.** *The Authorised Share Capital of the Company is Rupees 40,00,00,000/- (Rupees Forty Crores Only) divided into 400000000 (Forty Crore) Equity Shares of Rupee 1/- (Rupee One Only) each.

**Authorized Share Capital has been increased vide Special Resolution passed by the Member of the Company through Postal Ballot on August 30, 2020. Earlier to this, the clause V was read as: V. The Authorized Share Capital of the company is Rs.4,50,00,000/- (Rupees Four Crore Fifty Lakhs Only) divided into 45,00,000 Equity Shares of Rs.10/- (Rupees Ten Only) each, ranking pari-passu in all respect.*

**Authorized Share Capital has been further increased vide Special Resolution passed by the Member of the Company through Postal Ballot on February 8, 2022. Earlier to this, the clause V was read as: V. The Authorised Share Capital of the Company is `Rupees 10,25,00,000/- (Rupees Ten Crore Twenty Five Lakh Only) divided into 10250000 (One Crore Two Lakhs Fifty Thousands) Equity Shares of Rupees 10/- (Rupees Ten Only) each.*

**Authorized Share Capital has been further increased vide Special Resolution passed by the Member of the Company at their Extra-ordinary General Meeting held on February 28, 2023. Earlier to this, the clause V was read as: V. The Authorised Share Capital of the Company is Rupees 12,00,00,000/- (Rupees Twelve Crore Only) divided into 12000000 (One Crore Twenty Lakh) Equity Shares of Rupees 10/- (Rupees Ten Only) each.*

**Authorized Share Capital has been further increased vide Special Resolution passed by the Member of the Company at their 6th Annual General Meeting held on July 20, 2023. Earlier to this, the clause V was read as: V. The Authorised Share Capital of the Company is Rupees 15,00,00,000/- (Rupees Fifteen Crore Only) divided into 15000000 (One Crore Fifty Lakh) Equity Shares of Rupees 10/- (Rupees Ten Only) each.*

Authorized Share Capital has been further sub-divided vide Special Resolution passed by the Member of the Company through Postal Ballot on **2024. Earlier to this, the clause V was read as: V. The Authorised Share Capital of the Company is Rupees 40,00,00,000/- (Rupees Forty Crore Only) divided into 40000000 (Four Crore) Equity Shares of Rupees 10/- (Rupees Ten Only) each.*

The present subscribed capital of the company is Rs. 3,09,02,330/- (Rupees Three Crore Nine Lakh Two Thousand Three Hundred Thirty Only) divided into 30,90,233 Equity Shares of Rs. 10/- (Rupees Ten Only) each and the respective holdings of the share holders for the time being areas under :

Sr. No.	Name of the Partner / Member	Share of Profit in	No. of Shares	Amount (Rs.)
1.	Mr. Satishkumar Dayabhai Maniya	49.80%	1538728	15387280
2.	Mrs. Nitaben Satishbhai Maniya	0.32%	10000	100000
3.	Mr. Jigneshbhai Dayabhai Maniya	0.32%	10000	100000
4.	Mr. Dayabhai Kanjibhai Maniya	0.32%	10000	100000
5.	Mr. Rameshbhai Virjibhai Kakadiya	48.60%	1501505	15015050
6.	Ms. Jalvinben Rameshbhai Kakadiya	0.32%	10000	100000
7.	Mr. Virjibhai Bhimjibhai Kakadiya	0.32%	10000	100000
	TOTAL	100.00%	3090233	30902330

- VI. The business and assets and liabilities of **M/S. SHISH INDUSTRIES**, shall become the business and assets and liabilities of the Company within the meaning of the provisions of Section 368, 369, 370 and all other applicable provisions of the Companies Act, 2013 and the same, having regard to the obligations imposed on the Company by these presents, shall be taken at their net book value (i.e. total assets less total liabilities) as and from the date of registration of the Company under the provisions of the Companies Act, 2013.
- VII. In terms of the provisions of Section 367 of the Companies Act, 2013, with effect from the date of registration under the Companies Act, 2013, all movable and immovable assets belonging to or vested in **M/S. SHISH INDUSTRIES**, at the date of its registration in pursuance of Chapter XXI of the Companies Act, 2013, shall, on such registration pass to and vest in the Company as incorporated under this Act for all the estate and interest of the Company therein.
- VIII. No member shall be liable to pay calls or to contribute to any extent exceeding the amount for the time being unpaid or not credited as paid up on the shares held by him and on the registration of company the liabilities of the members shall be limited.
- IX. The company shall undertake, pay, observe, satisfy, perform and fulfill the agreements, arrangements and liabilities of the said firm entered in the name of the said firm in relation to the said business and assets brought in as aforesaid and indemnify them and their executors, estates and effects from and against all actions, proceedings, claims and demands, executors, estates and effects from and against all actions, proceedings, claims and demands in respect thereof.
- X. The rules and regulations governing the company from the date of its registration by the Central Registration Center, Haryana shall be as laid down in the Articles of Association as executed by the signatories to the Memorandum.

We, the several persons whose names and address are subscribed hereto, 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.

Sr no	Name, Address, Description and Occupation	No. of shares taken	Signature of Subscribers	Name, Address, Description and Occupation of common witness
1.	Nitaben Maniya w/o Satishkumar Maniya residing at C-501, Rushikesh Township, Opp. Zoo, Nana Varachha, Surat 395006 Occupation - Business	10,000/- (Ten thousand)	Nitaben Maniya	I witness to subscribers who have subscribed and signed in my presence, further I have verified their identity details (ID) for their identification and satisfied myself of their identification particulars as filled in.
2.	Satishkumar Maniya s/o Dayabhai Maniya residing at C-501, Rushikesh Township, Opp. Zoo, Nana Varachha, Surat 395006 Occupation - Business	1538728/- (Fifteen Lac thirty eight thousand seven hundred twenty eight)	Satishkumar Maniya	
3.	Rameshbhai Kakadiya s/o Virjibhai Kakadiya, residing at A-57, Snehmilan Soc, Opp. Varachha Wat, Chikuwadi, Nana Varachha, Surat 395006 Occupation - Business	1501505/- (Fifteen Lac one thousand five hundred five)	Rameshbhai Kakadiya	
4.	Jigneshbhai Maniya s/o Dayabhai Maniya residing at C-501, Rushikesh Township, Opp. Zoo, Nana Varachha, Surat 395006 Occupation - Business	10,000/- (Ten thousand)	Jigneshbhai Maniya	I Anand Lavingia S/o Suresh Lavingia residing at 28, Rajatkamal Flat, Vejalpur, Ahmedabad-380051
5.	Dayabhai Maniya s/o Kanjibhai Maniya residing at C-501, Rushikesh Township, Opp. Zoo, Nana Varachha, Surat 395006 Occupation - Business	10,000/- (Ten thousand)	Dayabhai Maniya	Practicing Company Secretary ACS 26458 Cop 11410
6.	Jalvinben Kakadiya w/o Rameshbhai Kakadiya residing at A-57, Snehmilan Soc, Opp. Varachha Wat, Chikuwadi, Nana Varachha, Surat 395006 Occupation - Business	10,000/- (Ten thousand)	Jalvinben Kakadiya	Anand Lavingia
7.	Virjibhai Kakadiya s/o Bhaimjibhai Kakadiya, residing at A-57, Snehmilan Soc, Opp. Varachha Wat, Chikuwadi, Nana Varachha, Surat 395006 Occupation - Business	10,000/- (Ten thousand)	Virjibhai Kakadiya	
		3090233		

DATE-05/05/2017

PLACE- SURAT

