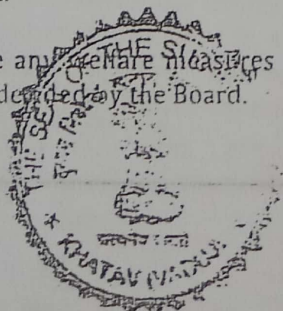


THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF

RAJMANYA AGRO PROCESSING PRODUCER COMPANY LIMITED

- I. The Name of company is **RAJMANYA AGRO PROCESSING PRODUCER COMPANY LIMITED**
- II. The registered office of the Company will be situated in the State of Maharashtra, under the jurisdiction of Registrar of Companies, Maharashtra at Pune.
- III. The object for which the Company is established is:
 - A. **THE MAIN OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:**
 1. To carry on the business of production, procurement, marketing, processing, storage, bottling, packing, marketing and trading of all agricultural, horticultural, vegetables, medicinal, spices crops, Handicrafts, poultry, goat-keeping, Beekeeping and trading of all Agro inputs like Seeds, Manure, fertilizers, pesticides, farm machinery and Farm Tools etc.
 2. To undertake Organic production programmed, processing & Certification, Export & trade business (as per National and International norms & Standards) of all agricultural, Horticultural Vegetables Crops and Dairy products their allied forms, by the members of the company. It will include Import & hire of goods and services in all forms, for the benefit of the members.
 3. To manufacture, sell or supply machinery, equipment or consumables mainly to the members and non members also.
 4. To render technical services, consultancy services, training, research and development and all other activities for the welfare and promotion of the interests of its members.
 5. To enable producers to get insurance for themselves, their family members, employees, and for the livestock and other productive assets as also for their primary produce.
 6. To promote the techniques of mutuality and mutual assistance, including thrift and savings among member and collaboration & linkage with similar organizations.
 7. To undertake any welfare measures or provide facilities for the benefit of the members, as decided by the Board.



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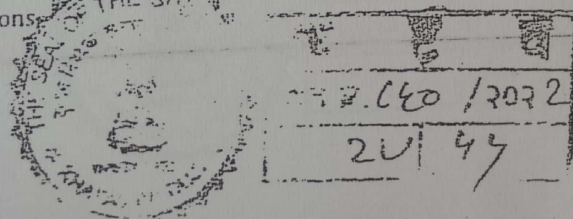


8. To finance the production, procurement, processing, marketing and other activities mentioned above, including the extension of credit facilities or any other manner of financial services to the members of the company.
9. Any other activity ancillary or incidental to any of the above mentioned activities (1-9) or other activities, which promote the principles of mutuality and mutual assistance amongst the members in any other manner.

The objects of the company shall not be confined to only one state and they shall extend to the whole of India and outside India also.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

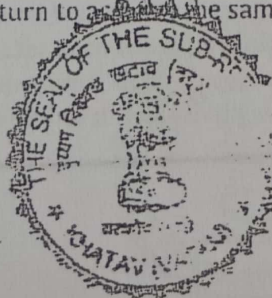
1. To carry on the business of Agro input procurement and distribution, production related extension support, produce storage, processing, Trading, marketing and selling, regarding all agricultural, Grain, cereal, Pulses and Oil Seeds crops like Rice, Soybean, wheat, Gram, Maize, Pigeon- Pea, Pea, Black & Green Gram, Lentil, Mustard, Groundnut etc, all vegetables like Tomato, Potato, Onion, Chilli etc, all Spices like Coriander, Turmeric, Ginger, fruits and medicinal crops grown by its members.
2. To undertake the activity of seed production (including nursery raising, plant saplings) and seed marketing of various crops.
3. To contract/outsource some of the services like seed, seed procurement, ploughing, implements to other bodies/agencies for the promotion of the interest of its members.
4. To acquire and take over any business or undertaking carried on, upon or in connection with/without any land or building which the Company may desire to acquire as aforesaid or become interested in the whole or any of the assets and liabilities of such business or undertaking and to carry on the same or to dispose or remove or put an end thereto.
5. To acquire, purchase, start, run, erect and maintain lands, building, factories, workshop, nursery raising on common lands or private lands, seed go-down, cold storage, warehouses, branch offices, depots and showrooms for the business of the company.
6. To acquire and/or give to/from any person, firm or body corporate incorporated whether in India or elsewhere, technical information, know how, processes, engineering, manufacturing and operating data plants, layouts and blue prints useful for the design, erection and operation of plants required for any of the businesses of the Company and to acquire any grant of licenses and other rights and benefits in the foregoing matters and things.
7. To invest any money of the Company in the equity or preference shares or debentures of any company where such investment fulfils the business objects of the Company and to invest any money of the Company not immediately required for the purposes of its business in such investments or securities as may be thought expedient including, but not limited to, securities issued and/or guaranteed by Central or State Government, Corporations, Trusts and Financial institutions.



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8. To carry out in any part of the world all or any part of the Company's objects as principal, agent, factor, trustee, contractor either alone or in any conjunction with any other person, firm, association, body corporate or government agency or the government department.
9. To secure or discharge any debt or obligations of or binding on the Company in such manner as may be thought fit and in particular by mortgage, charges upon the undertaking and all or any of the assets and properties (present and future) and the uncalled capital of the Company or by the creation and issue on such terms as may be thought expedient of debentures, debenture-stock or other securities of any description or by the issue of shares credited as fully or partly paid up.
10. To purchase or otherwise acquire, sell, dispose off, concerns and undertakings, mortgages, charges, annuities, for certain period or on deferred basis, patterns, license, securities, concessions, policies, book debts and claims, any interests in real property and any claim against such property or against any person or company.
11. To amalgamate, enter into partnership or into any arrangements for sharing profits or losses, union of interests, co-operation, joint ventures or reciprocal concessions with any person or company carrying on or engaged in or about to carry on or engage in or which can be carried on in conjunction there with or which is capable of being conducted so as directly or indirectly to benefit the Company and to give or accept by way of consideration for any of the acts or things aforesaid or properties acquired, any shares, debentures, debenture-stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture-stock or securities so received.
12. To become member of and to communicate with any Chamber of Commerce and other mercantile and public bodies in India or abroad and to advise on, consult, promote and support measures for the protection, advancement, growth of commerce and industry and for protection and welfare of persons engaged therein.
13. To undertake and execute any trust or discretion the undertaking whereof may seem desirable and the distribution amongst the beneficiaries, pensioners or other persons entitled to thereof, any income, capital, annuity or other sums or moneys or other properties whether the periodically or otherwise and whether in money or in specie in furtherance of any trust, discretion or other obligations or permissions.
14. To lend money to and guarantee the performance of the obligations of and the payment of interest on any stocks, shares and securities of the company, firm or person in any case in which such loan or guarantee may be considered likely directly or indirectly to further the objects of this Company and generally to give any guarantee whatsoever which may be deemed likely, directly or indirectly, to bank to benefit the company or its members.
15. To apply for tender, purchase or otherwise acquire any contracts, sub-contract, license and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake, execute, carry out, dispose off or otherwise turn to account the same.



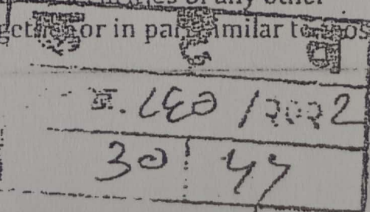
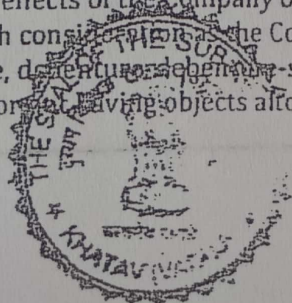
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26. To pay for any rights of properties acquired by the Company and to pay or to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of shares in Company's capital or any debentures, debenture-stocks or other securities of the Company or in or about the formation or promotion of the Company or the acquisition of properties by the Company for the purpose of the Company whether by cash payment or by the allotment of shares, debentures, debenture-stocks or other securities of the Company credited as paid-up in full, part or otherwise as the case may be.
27. To open current or fixed deposit accounts with any bank, bankers, shroffs, or merchants and to pay into and draw money from such accounts and to draw, make endorse, discount and execute all types of negotiable instruments.
28. To insure the whole or any part of the property and personnel of the Company either fully or partially, to protect and indemnify any part or portion thereof either on mutual, principal or otherwise basis.
29. To employ experts to investigate and examine into conditions, value, character and circumstances of any business, concerns and undertakings having similar objects and generally of any assets, property or rights.
30. To carry on any branch of business anywhere in India, which this Company is authorized to carry on by means or through the agency of any subsidiary company or companies and to enter into any arrangement with such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on or for finance any such subsidiary, guaranteeing its liabilities or to make any other arrangement which seems desirable with reference to any business or branch so carried on including the power and provision at any time either temporarily or permanently to close any such branch or business.
31. To take part in the management, supervision, conduct and control of the business or operations of any company or undertaking having similar objects and for that purpose to appoint and remunerate the directors, trustees, accountants or other experts, personnel or agents for any such operations or purpose.
32. To accept as consideration for or on lieu of the whole or any part of the Company's properties either land or cash or Government security or securities guaranteed by the Government or shares in joint stock companies or partly the one and partly the other and such other properties or securities as may be determined by the Company and to take back or acquire the property so disposed off by repurchasing or taking lease the same at such price or prices and on such terms and conditions as may be agreed upon by the Company.
33. To let on lease or license or on hire purchase or to lend any properties belonging to the Company and to finance for the purpose of any article whether made by the Company or not by way of loans or by hire purchase system.
34. To sell, purchase, mortgage, grants, easements and other rights over and in any other manner deal with the undertakings, properties, assets both movable and immovable, rights, effects of the Company or any part thereof and whether real or personal for such consideration as the Company may think fit and in particular for share, debenture, debenture-stock securities of any other company whether or not having objects altogether or in part similar to those of



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Certificate

To

Whomsoever it may concern,

This is to certify that -

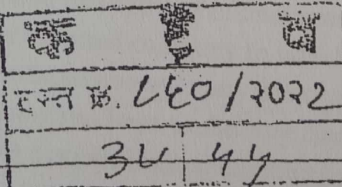
RAJMANYA AGRO PROCESSING PRODUCER COMPANY LIMITED (the Company) is an Indian Non-Government Private Limited Company, Limited by shares incorporated on 07/10/2020 having CIN U01100PN2020PTC194744 and presently having its registered office at HOUSE NO.109, AT POST - AUNDH, TALUKA-KHATAV, DISTRICT-SATARA, MAHARASHTRA, INDIAN. PIN CODE - 415506.

The authorized share capital of the company as on 31.03.2021 is Rs. 5,00,000/- only (Rupees Five Lakh Only), divided into 50,000 (Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten Only) each;

The issued, subscribed, and paid-up share capital of the company as on 31.03.2021 is Rs. 3,92,000/- only (Rupees Three Lakh Nine-Two Thousand Only) divided into 39,200 (Thirty-Nine Thousand Two Hundred Only) Equity Shares of Rs.10/- only (Ten Rupees Only) each.

The management of the company is looked after by the board of directors of the company. The board of directors consists of the following directors, as on 31.03.2021

Sr. No.	Name of Director	DIN (Director Identification Number)	Date of Appointment	Current Designation
1.	SUNITA DILIP DABHADE	8908743	07-10-2020	Director
2.	JAYWANT KRISHNARAO DESHMUKH	8908744	07-10-2020	Director
3.	PRABHAKAR SUBHEDAR DESHMUKH	8908745	07-10-2020	Director
4.	VITTHAL SHANKAR JAMAKAR	8908746	07-10-2020	Director
5.	CHANDRAKANT HANAMANT DABHADE	8908747	07-10-2020	Director



Add.: Office No.104, Siddhivinayak Complex, Plot No. 01A, Sector - 19C, Vashi, Navi Mumbai - 400 705.
Branch: Shop No.2, Yashashree Apt; Sector-8A, Airoli, Navi Mumbai - 400 708.
Mob.: 998751761 E-mail: caabhijeetshinde@gmail.com

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

RAJMANYA AGRO PROCESSING PRODUCER COMPANY LIMITED

1. The regulations of the Company shall be those in the Companies Act, 2013 (including any statutory modifications or amendments from time to time) in so far as they are applicable to a private company subject to the addition and modification hereinafter set forth.

TABLE 'F' TO APPLY

2. The regulations contained in Table F of the Companies Act, 2013 so far as they are applicable to a Private Company, shall apply to this company in so far as they are expressly excluded by the following articles. In case any conflict arises between the provisions herein contained and the incorporated regulations of Table F provisions herein contained shall prevail.

INTERPRETATION

3. i) The Company is a producer company which means a corporate body having objects or activities specified in Section 581B and Registered as Producer Company under this Act.
ii) There shall be any ten or more individuals, each of them being a producer or any two or more producer institutions, or a combination of ten or more individuals and producer institutions, desirous of farming a producer company having its objects specified in Section 581B and otherwise complying with the requirements of this part and the provisions of this Act, in respect of registration, may form an incorporated company as a producer company under this Act.
iii) Upon registration under section 581B, the producer company shall become a corporate body as if it is a private limited company to which the provisions contained in this part applied, without however any limit to the number of members thereof, and the producer company shall not, under any circumstances, whatsoever become or be deemed to become a public limited company under this act.

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iv) The company is a private limited company within the meaning section 2(68) of the Companies Act, 2013, accordingly

(i) Restricts the right to transfer the shares;

(ii) Limits the number of its members into five hundred

Provided that where two or more persons hold one or more share in the Company jointly, they shall, for the purpose of this definition be treated as a single member.

Provided further that

(a). Persons who are in the employment of the Company and

(b). Persons who having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased.

Shall not be included in the number of members and;

(iii) Prohibits any invitation to the public to subscribe for any securities of the Company.

v) The authorized share capital of the Company shall be as in Clause V of the Memorandum of Association of the company as amended from time to time

a) In a case where the membership consist solely of individual members, the voting rights shall be based on a single vote for every member irrespective of his shareholding or patronage of the producer company

b) In a case where the membership consist of producer institutions only, the voting rights of such producer institutions shall be determined on the basis of participation in the business of the producer company in the previous year, as may be specified by articles,

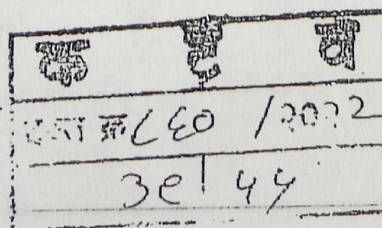
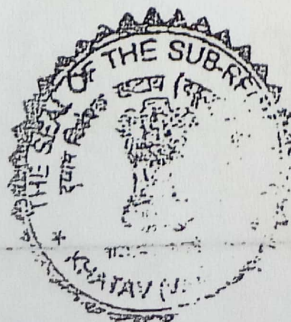
Provided that during the first year of registration of a producer company, the voting rights shall be determined on the basis of the shareholdings by such producer institutions.

c) In a case where the membership consist of individuals and producer institutions the voting rights shall be computed on the basis of a single vote for every member.

MUTUAL ASSISTANCE PRINCIPLES

4. The company shall adopt the following mutual assistance principles,

a) The membership shall be voluntary and it is available to all eligible persons or producer institutions specified in this article, they can participate and avail the facilities or service of the company

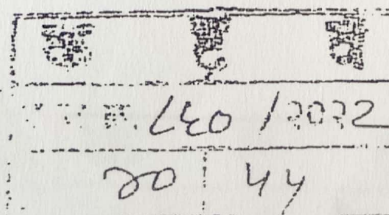
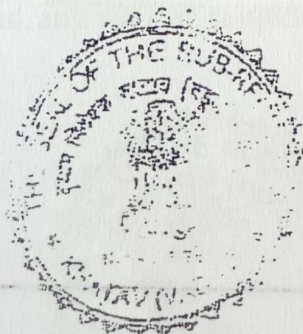


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- b) Each members shall, save as otherwise provided in the part IX A of the Companies Act, 2013 have only a single vote irrespective of the shareholding.
- c) The company shall be administered by a Board consisting of persons elected or appointed as directors in the manner consistent with the provisions of the Part IX A of the Companies Act and as per the provisions of these Articles of Association and the Board shall be accountable to the Members;
- d) Save as provided in the part IX A of the Companies Act, there shall be limited return on share capital;
- e) The surplus out of the operations of the Company shall be distributed in an equitable manner by
 - f) Providing for the development of the business of the Producer Company;
 - g) Providing for common facilities; and
 - h) Distribution amongst the Members, as may be admissible in proportion to their respective participation in the business;
 - i) Provision shall be made for the education and other welfare of members and employees on the principles of mutuality and techniques of mutual assistance;
 - j) The company shall actively co-operate with other producer companies (and other organizations following similar principles) at local, national or international level so as to best serve the interest of their member and the communities it purports to serve.

FUNDS

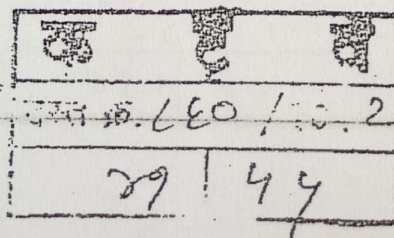
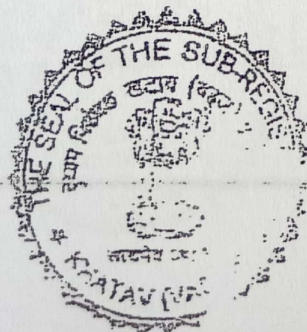
5. Funds may be raised by:
- a) Shares from new members;
 - b) Issue of share to existing members, as decided by the board of the company and communicated to the members.
 - c) Deposits and /or other financial assistant from members;
 - d) Loans from bank and other financial institutions;
 - e) Grants, aids and subsidies;
 - f) Donations in the form of cash or kind
6. The Funds of the kind specified in c and b above to be raised, shall not exceed ten times the total of paid up share capital and reserve funds less accumulated losses.
7. The company may accept funds from any development agency or any other financing institution in the form of loan or grants or in any other forms except equity capital, as per the terms and conditions prescribed by such institutions as may be mutually agreed upon.



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SHARE CAPITAL AND SHARES

8. The company has the power to increase or reduce the capital and divide the shares in the capital for the time being into several and to attach thereto respectively any preferential or special rights and to vary, modify or redeem or abrogate any such rights, privileges and conditions, in such manner as may be for the time being provided by the Act.
9. No funds of the Company shall be utilized in the purchase of or in loans, upon security of the Company's shares except and subject to the provisions of the Companies Act, 2013 for the time being in force.
10. Subject to the provisions of these articles, the shares shall be under the control of the directors, who may allot or otherwise dispose off the same to such terms and conditions and at such time, as the directors think fit.
11. Where two or more persons are registered as the holders of any shares, the following provisions shall apply.
 - a). Any notice shall be considered sufficiently and given to all the joint members, if given to the one, whose name stands first on the register in respect of shares held jointly;
 - b). Any one joint-holder may give effectual receipts and discharges for dividend or other sum or benefit including any return of capital in respect of shares held jointly;
 - c). Upon the death of joint-holders, the survivor or survivors shall be the only person or the persons recognized by the Company as having title to or interest in the shares and the directors may require such proof to be given of the death, as they may think fit.
 - d). Any notice for the meeting shall be served by the Company on the holders of the shares either in physical or in electronic form.
12. Subject to the provisions of the Section 55, any preference shares may, with the sanction of any ordinary resolution, be issued on the terms that they are, or at the option of the Company are, liable to be rendered on such terms and in such manner as the Company, before the issue of the shares may be a special resolution shall determine.
13. The directors may with the sanction of any ordinary resolution of the Company, increase the share capital by such a sum to be divided into shares of such amount, as the resolution shall prescribe.
14. Except, so far as otherwise provided by the conditions of the issue or by the present, any capital raised by the creation of new shares, shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with



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reference to the payment of calls and the installments, forfeiture, lien, surrender, transfer and transmission, voting and other rights

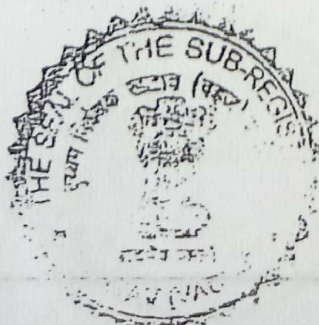
15. No person who has any business interest which he is in conflict with the existing business of the company shall become a member of that company.
16. Membership shall be voluntary to all eligible persons who can participate and avail the faculties of service of the producer company and are willing to accept the duties of membership.
17. Where admission is refused by the board, the decision with the reasons for refusal shall be communicated to the concerned person by registered post within fifteen days of the date of the decision or within thirty days from the date of application for membership, whichever is early.

SHARE CERTIFICATE

18. Every person whose name is entered as a member in the Register of the Members, shall, without payment other than share capital money be entitled to a certificate under the common seal of the Company specifying the share or shares held by him and the amount paid up thereon, provided in respect of share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of certificate for a share to one of the several joint holders shall be sufficient to delivery to all.
19. If a share certificate be defaced or lost or destroyed a duplicate one may be issued on payment of such fees, if any (not exceeding one rupee) for each renewed certificate and on such terms, if any as the directors may think fit.

CALLS ON SHARES

20. The Board may, from time to time, by resolution passed at a meeting of the Board, make such calls as they think fit, upon the members (whether on account of nominal value of the shares or by way of premium) made payable at fixed times and such member shall pay the amount of every call so made on him to the Company, at the time or times and place or places so specified, the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.
21. (a) 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 such rate as the Board may determine.
(b) The Board shall be at liberty to waive payment of any such interest wholly or in part.



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22. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with another or others) and upon the proceeds of sale thereof, for all the money from time to time due to or payable by him on any account whatsoever to the Company, and for all his debts, liabilities and engagements, solely or jointly with any person or persons to or with the Company whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not and no equitable interest in any share shall be created and condition that the registered shareholder is the only owner of the share. And such lien shall extend to all dividends from time to time declared in respect of such shares, unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. But the Board may at any time declare any shares to be exempt, wholly or partially from the provisions of this Article.

Provided that no sale shall be made

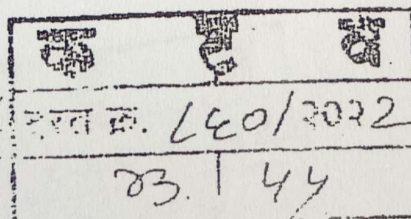
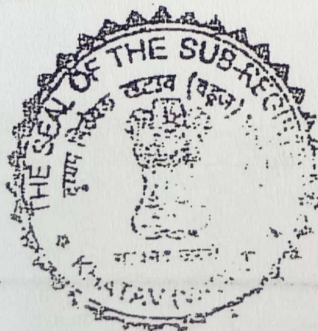
- a) Unless a sum in respect of which the lien exists is presently payable, or
- b) Until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or person entitled thereto by reason of his death or insolvency.

23. To give effect to any such sale, the board may authorize some person to transfer the shares sold to the purchaser thereof.

- a. The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- b. The purchase 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.

24. 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. 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.

25. The company will procure agricultural products and other products from the shareholders and resell the raw or value added products to public, various governmental and trading agencies, individual traders, export houses and through its own outlets. The produce collected from each farmer is proportionate to his/her number of shares.



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26. Every member shall initially receive only such vale for the product supplied to the company as the board may determine.
27. There shall be a limited return as may be specified by the board and approval by the general Body from time to time, on paid share capital.
28. The withheld price may be disbursed at a later date during the financial year, in cash or in kind or by allotment of equity shares or bonus shares in proportion to the value of various products supplied to the company to such extent and in such manner and subject to such conditions as may be decided by the board.
29. The surplus, if any, arising after setting aside provision for payment of limited return and after making provisions for reserves as per the provision of this Articles of Association, may be disbursed as patronage bonus amongst company, either in cash or by way of allotment of equity share or both, as may be decided in the Board meeting.

PATRONAGE BONUS

30. The Board shall;
- Evolve a system for ascertaining the patronage that is, use of service offered by the company and participation in the business activities of the company, of each member.
 - Determine the patronage bonus to each member in the ratio of patronage.
 - Disburse such bonus either in cash or by issue of equity shares or partly in cash and partly by shares.

WITHHELD PRICE

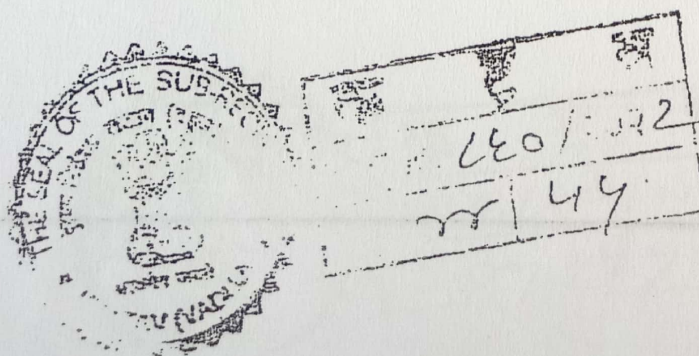
31. The company may withhold a portion not exceeding 10 percent of the value of the produce or product pooled from members. Such withhold price may be determined by the Board from time to time and distribute to the members at such intervals as may be decided by the Board.

BONUS SHARES

32. The company upon recommendation of the Board and passing a resolution in board meeting issue bonus shares by capitalization of amount from general reserve or special reserves in proportion to the shares held by the members.

AMALGAMATION, MERGER OR DIVISION

33. The company may by a resolution passed at its board meeting



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- a. Decide to transfer its assets and liabilities, in whole or in part, to any other producer company, which agrees to such transfer by a resolution passed at its board meeting.
 - b. Divide itself into two or more new producer companies.
34. Any member or any creditor not consenting to the resolution for amalgamation, merger or division shall, during the period of one month of the date of service of the notice on him have the option.
- a. In the case of any such member, to transfer his shares with the approval of the board to any active/inactive member or non-member there by ceasing to continue as a member of the company or
 - b. In the case of a creditor to withdraw his deposit loan or advance as the case may be.
35. Any member or creditor who does not exercise his option within the period of one month shall be deemed to have consented to the resolution.

ACCOUNTS AND AUDIT

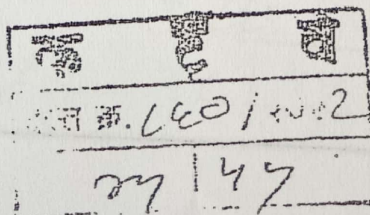
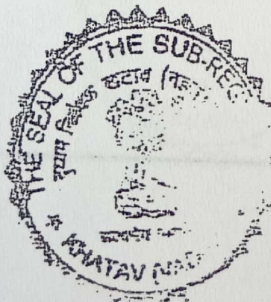
36. Any member or creditor who does not exercise his option within the period of one month shall be deemed to have consented to the resolution.
37. The company should appoint an internal auditor and comply with the provisions of section 581ZF of the Companies Act.
38. At the close of every year the accounts shall be balanced and balance sheet and profit and loss account shall be prepared and the same after being got fully audited, shall be placed for approval before the Board within six months from the date up to which they are made up.

APPOINTMENT OF AUDITORS

39. The first Auditor shall be appointed by the board within one month after incorporation and remuneration for the auditors shall be fixed by the board and subsequent Auditors shall be appointed and their remuneration shall be fixed by the board.

DUTIES OF AUDITOR

40. Without prejudice to the provisions contained in section 227, the auditor shall report on the following additional matters relating to the Producer company namely:-
- a) The amount of debts due along with particulars of bad debts if any;



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- b) The verification of cash balance and securities;
- c) The details of assets and liabilities
- d) All transactions which appear to be contrary to the provisions of this part;
- e) Loans given by the company to the director;
- f) The donations or subscriptions given by the producer company;
- g) Any other matter as may be considered necessary by the auditor.

DONATIONS OR SUBSCRIPTION BY PRODUCER COMPANY

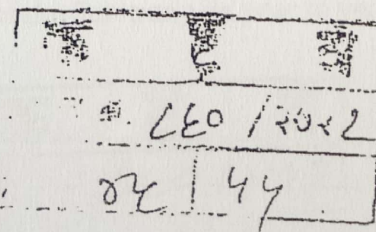
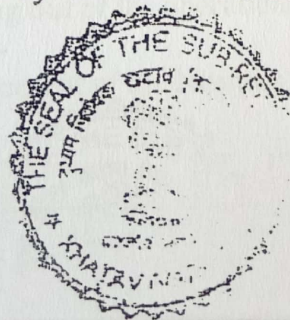
41. The company may, by special resolution, make donations or subscription to any institution or individual for the purposes of promoting the social and economic welfare of producer members or producers, general public; or promoting the mutual assistance principles;
42. Provided that the aggregate amount of all such donation and subscription in any financial year shall not exceed three per cent of the net profit of the company in the financial year immediately preceding the current financial year in which the donation or subscription was made;
Provided further that no company shall make directly or indirectly to any political party or for any political purpose to any person any contribution or subscription or make available any facilities including personnel or material.
43. The company shall maintain a general fund in which 10% of the net profit or One lakh rupees, whichever is more, shall be transferred in every financial year.

ISSUE OF BONUS SHARES

44. In a case where the company does not have sufficient funds in any financial year for transfer to maintain the reserves as may be specified in articles the contribution to the reserve shall be shared amongst the members in proportion to their patronage in the business of that company in that year.

LOANS TO MEMBERS AND INVESTMENTS

45. The Board may, subject to the provisions made in articles, provide financial assistance to the members of the company.
- a) By way of credit facility, to any member in connection with the business of the Company for a period not exceeding six months,
 - b) Loans and advances, against security specified in articles----- to any member, repayable within a period exceeding three months but not exceeding seven years from the date of disbursement of such loan and advances
- Provided that loan or advance to any director or his relative shall be granted only after the approval by the Members in Board.



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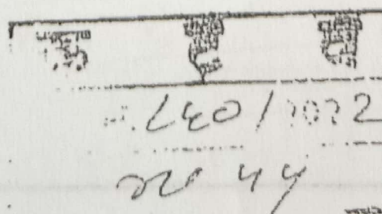
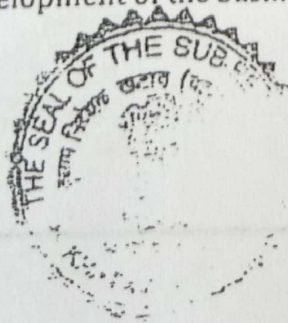


INVESTMENT IN OTHER COMPANIES, FORMATION OF SUBSIDIARIES

46. The general reserves of the producer Company may be invested to secure the highest returns available from approved securities, fixed deposits, unit, bonds issued by the Government or co-operative or scheduled bank or in such other mode as may be prescribed.
47. The Company may, for promotion of its objectives acquire the shares of another Producer company.
48. The Company may Subscribe to the share capital of, or enter into agreement or other arrangement, whether by way of formation of its subsidiary company, joint venture or in any other manner with any corporate body, for the purpose of promoting the objects of the company by special resolution in this behalf.
49. The company, either by itself or together with its subsidiaries, may invest, by way of subscription, purchase or otherwise, shares in any other company, other than a Producer company, specified under sub-section(2), or subscription of capital under sub-section (3), for an amount not exceeding thirty percent of the aggregate of its paid up capital and free reserves:
Provided that a company may, by special resolution passed in its board meeting and with prior approval of the Central Government, invest in excess of the limits specified this section.
50. All investments by the Company may be made if such investments are consistent with the objects of the Company.
51. The Board may, with the previous approval of Members by a special resolution, dispose off any of its investment referred above
52. The company shall maintain a register containing particulars of all the investments, showing the names of the companies in which shares are acquired; the date of acquisition; and the manner and price at which any of the shares have been subsequently disposed off.
53. The Register referred to in sub-section (7) shall be kept at the registered office of the company and the same shall be open to inspection by any Member who may take extracts there from.

APPROPRIATION OF NET PROFIT

54. The Company shall maintain a general reserve fund in fund which 10% of the net profits or One Lakh Rupees, whichever is more, shall be transferred to the general reserve.
55. There shall be a limited return as may be specified by the board and approved by the Board from time to time, on paid share capital;
56. The surplus arising out of the operations of the Company shall be distributed in an equitable manner-
- a. For development of the business of the Company on year to year basis;



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- b. For common services
- c. Withheld price
- d. Distributing amongst the members of the excess, as may be admissible in proportion to their respective participation in the business;

57. The Board shall obtain the previous approval of the company in general body Meeting for applying the reserve or other funds or any part thereof for any purpose mentioned in the foregoing clauses.

58. The Board may deduct from any dividend/ limited return payable to any member all sums of money, if any presently payable by him to company on account of calls otherwise in relation to the shares held by him.

PROVISIONS FOR SPECIAL USER RIGHTS

59. The Board of the company may from time to time, based on measurable criteria, issue special user rights valid for a specific duration to the active members, to promote the business interests of the company. Such user rights shall be issued in the form of appropriate instruments.

60. The instruments so issued shall be used, subject to the approval of the Board and on its behalf, be transferable to any other active member of the Company.

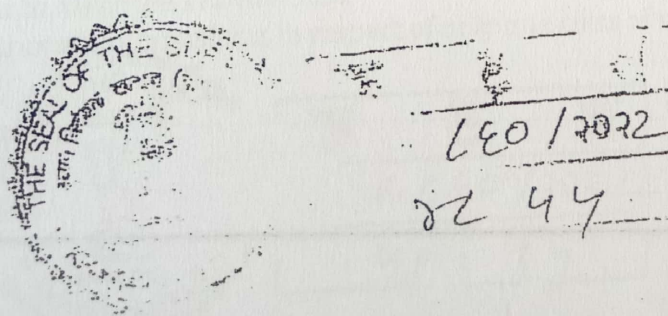
TRANSFER, TRANSMISSION AND FORFEITURE OF SHARES

61. Save as otherwise provided in the foregoing articles, the shares of a member of a Company shall not be transferable.

62. A Member who desires to transfer the whole or part of his shares along with any special rights must notify to the Board of Director, the number of shares and the value and other details as may be required by the Board. The Board of Directors must offer it to the other active members. The shares shall be offered only after ascertaining the fair value, and if the offer is accepted, the shares shall be transferred to the acceptors. In case of any dispute regarding the fair value of the share it shall be decided and fixed by the Experts appointed by the Board for this purpose, whose decision shall be final and binding to all those concerned.

63. The Board of Directors may refuse to transfer of shares (1) where the Company has a lien on the share, or (2) where the share is not a fully paid up share, subject to the provisions of the Companies Act.

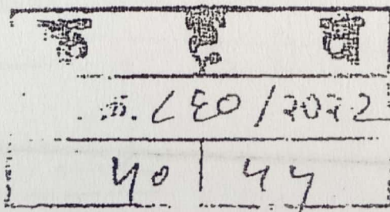
64. A Member of a Company may, after obtaining the previous approval of the Board, transfer the whole or part of his shares along with any special rights, to an active Member.



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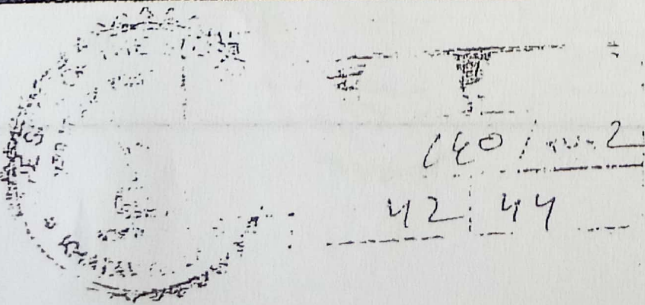
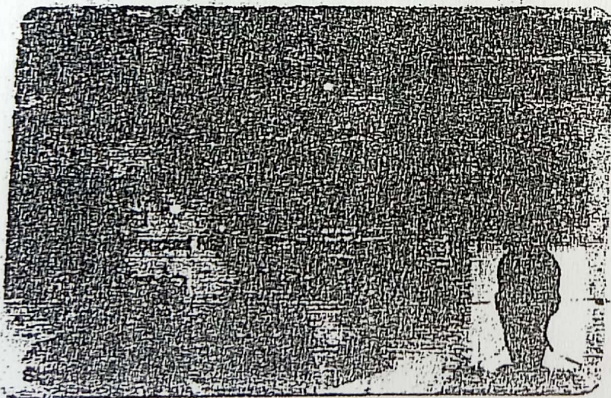
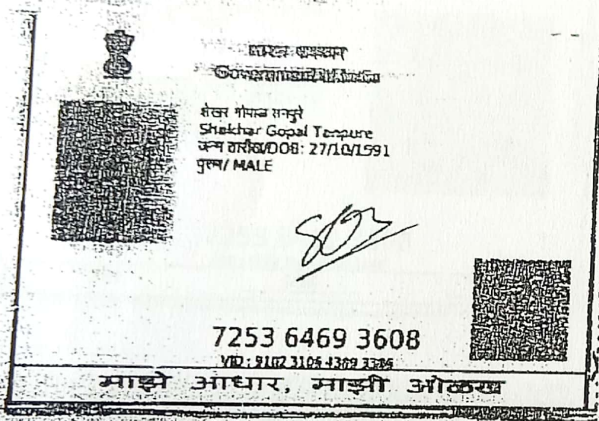
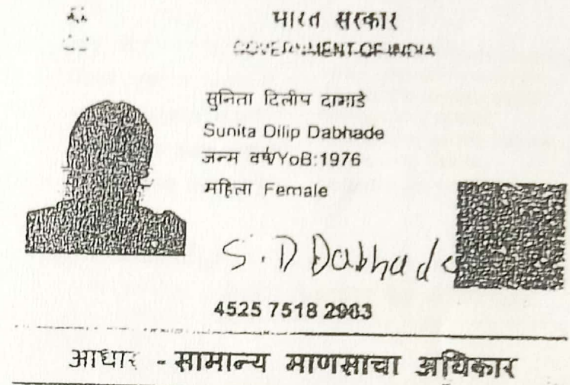
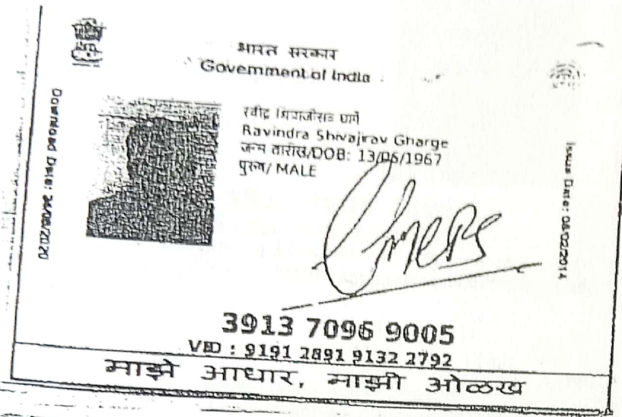
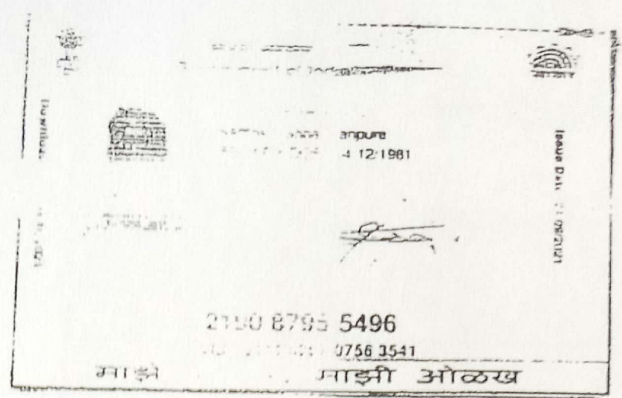
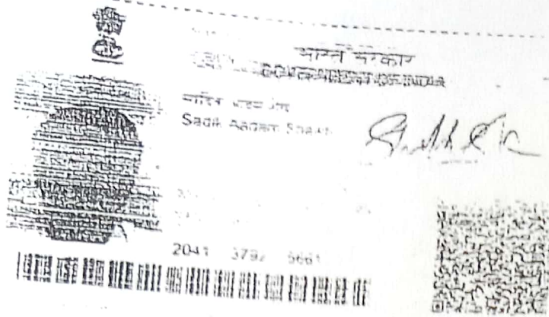
65. Every Individual member shall, within three months of their membership in the Company, nominate a person to whom his shares in the company shall vest in the event of his death or dissolution.
66. The nominee shall, on the death of the Member, become entitled to all the rights in of the deceased Member to his shares in the Company shall vest in the event of his death or dissolution.
67. The Nominee is not a Producer; the Board shall direct him/her/them to surrender the shares of deceased Member to his nominee, subject to these Articles of Association.
68. Where the Board is satisfied that-
- Any Member has ceased to be a primary producer; or
 - Any Member has failed to retain his qualifications to be a member as specified in articles Specify the articles;
 - The Board shall direct him/her/them to the surrender of shares together with special rights, if any, to the Company at par value or such other value as may be determined by the Board:
69. The Board shall not direct such surrender of shares unless the member has been served with a written notice and given an opportunity of being heard.
70. Subject to the provisions of Section 108, the shares in the Company can be transferred only after executing a transfer deed stamped or any other instrument as may be specified in the Companies Act.
71. The Board may, subject to section 111, of the Act decline to register
- The Transfer of a share, not being a fully-paid share, to a person of whom they do not approve, or
 - Any Transfer of shares on which the Company has a lien.
72. The Board may also decline to recognize any instrument of transfer unless the Board is satisfied that
- The share transfer request does not affect the stability or change in the basic characteristics or constitution of the producer company;
 - The instrument of transfer is accompanied by the certificate of the shares to which the other evidence as the Board may reasonably require to show the right of the transfer to make the Transfer; and
 - The instrument of transfer is in respect of only one class of shares.



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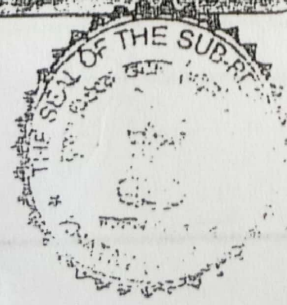
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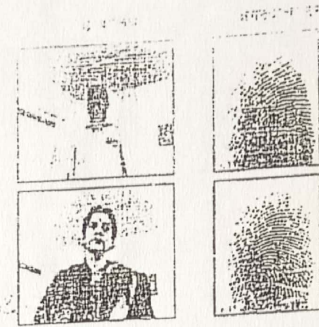
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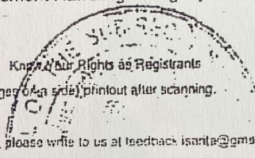
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 Payment Details.

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2	Santosh Gopal Tanpure	eChallan		MH014785849202122E	1000	RF	0007154858202122	17/03/2022
3		DHC		1703202204171	1100	RF	1703202204171D	17/03/2022

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