

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

**MEMORANDUM OF ASSOCIATION**

OF

<sup>2&4</sup>**KANISHK ALUMINIUM INDIA LIMITED**

- I. <sup>2&4</sup>The name of the company is "**KANISHK ALUMINIUM INDIA LIMITED**"
- II. The Registered Office of the Company is situated in the State of Rajasthan.
- III. The object for which the company is established are:

(A) **THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**

- 1. To acquire or carry on the business in India or anywhere else in the world to manufacture, produce, import, export, prepare, procure, buy, sell, resale, supply, acquire, improve upon, alter, manipulate, maintain, prepare for market, handle, assemble, heat, grade, mould, cast, sell, resale, export, operate, dispose of, distribute, transport, store, forward, dispose, consume, repair supply whether as retailers, wholesalers, indenters, packers, stockists, agents, merchants, distributors, consignors, jobbers, brokers or otherwise deal in or develop all types, shapes, sizes, thickness, dimensions, description, diameters, capacities and specifications of Aluminium Ladders, Stools, Cloth Drying Stands, Shoe Racks, Patra and all types of aluminium accessories by whatever named called including but not limited to aluminium ore, aluminum utensils, wires, aluminium furniture, tools, equipments, plants, tubes, packing materials, springs, plates, circles, coils, foils, powder, rails, rods, squares, grills, doors, windows, their parts, accessories, components or any product in which aluminium is used.

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

- 1. **To carry on any business: -**  
To carry on any other business or activity and do anything of any nature which may seem to the company capable of being conveniently carried on or done in connection with any of the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the company's business or property.

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

2. **To carry on business of general manufacturers, etc.: -**  
To buy, sell, manufacture, repair, improve, exchange, let out on hire, import, export And deal in all factories, works, plant, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in any business which this company is competent to carry on or required by any customers of, or persons having dealings with, the company or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with, render marketable and deal in all products of a residual nature and by-products incidental to or obtained in any of the businesses carried on by the company.
3. **Purchase, lease, exchange of Vehicles: -**  
To purchase, take on lease or tenancy or in exchange, hire, take options over or otherwise acquire for any estate or interest whatsoever and to hold, develop, work, cultivate, deal with and turn to account concessions, grants, decrees, licenses, privileges, claims, options, leases, property, real or personal, or rights or powers of any kind which may appear to be necessary or convenient for any business of the company and to purchase, charter, hire, build or otherwise acquire vehicles of any or every sort or description for use on or under land or water or in the air and to employ the same in the carriage of merchandise of all kinds or passengers and to carry on the businesses of owners of trucks, trams, lorries, motor cars and of ship owners and lighter men and owners of aircraft in all or any of their respective branches.
4. **Acquisition of technical information, know-how, etc.: -**  
To acquire from any person, firm or body corporate or unincorporated whether in India or elsewhere, technical information, know-how, processes, engineering, manufacturing and operating data, plans, layouts and blueprints useful for the design, erection and operation of plant required for any of the businesses of the company and to acquire any grant or license, and other rights and benefits in the foregoing matters and things.
5. **To pay for rights, property: -**  
To pay for any rights or property acquired by the company and to remunerate any person, firm or body corporate rendering services to the company either by cash payment or by allotment to him or them of shares or securities of the company as paid up in full or in part or otherwise.
6. **Loans, advances and financial and commercial obligation: -**  
To lend and advance money either with or without security and generally to give credit to such persons including government and upon such terms and conditions as the company may think fit. To undertake financial and commercial obligations, transactions and operations of all kinds.

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR



7. **Guarantee and surety: -**

To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons whosoever, whether incorporated or not, and generally to guarantee or become sureties for the performance of any contracts or obligations.

8. **Holding stocks, shares and securities and making investment: -**

To subscribe for, absolutely or conditionally, purchase or otherwise acquire and to hold, dispose of and deal in shares, stocks and securities or obligations of any other company whether Indian or foreign. To invest any moneys of the company not for the time being required for any of the purposes of the company in such investments (other than shares or stock in the company) as may be thought proper and to hold, sell or otherwise deal with such investments.

9. **Unsecured and Secured Borrowing: -**

To receive money on deposit or loan/borrow including secured or unsecured receipt or borrowing. To raise or secure the payment of such borrowed money in such manner as the company shall think fit, (if secured borrowing) and in particular by the issue of debentures or debenture-stock, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the company's property (both present and future), including its uncalled capital and to purchase, redeem and pay off any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company of any other person or company, as the case may be.

10. **To Open bank accounts: -**

a) To draw, make, accept, discount, execute and issue bills of exchange, Government of India and other promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities and to open accounts with banks, post offices, financial institutions and to deposit moneys with them for such periods as may be found expedient from time to time and to draw moneys on overdraft or otherwise and loans on such securities as may be decided from time to time.

b) To insure the whole or any part of the property and personnel of the Company either full or partially, to protect and indemnify any part or portion thereof either on mutual, principal or otherwise.

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

**11. To apply for patents, trademarks, designs, licenses etc. and to expend money for improving it: -**

To apply for, purchase or otherwise acquire and protect, prolong and renew whether in India or elsewhere any patents, patent rights, brevets invention, trademarks, designs, licenses, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop, manufacture under or grant licenses or privileges in respect of or otherwise turn to account the property, rights and information so acquired and to carry on any business in any way connected therewith. To expend money in experimenting on and testing and in improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the company or which the company may acquire or propose to acquire.

**12. To establish research laboratories, colleges and to provide lectures: -**

To establish, provide and maintain laboratories, training colleges, schools and other institutions for the training and conducting research education and instruction of students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meetings and conferences in connection with the business of the company.

**13. To Acquire the business and management of other companies: -**

- a) To acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which this company is authorised to carry on or possessed of property suitable for the purposes of the company.
- b) To undertake or take part subject to any applicable law for the time being in force in the management, supervision or control of the business or operations of any person or company or firm or association or other undertaking and for that purpose or purposes to appoint and remunerate any officers of the company, accountants or other experts or agents.
- c) To acquire and takeover 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 and 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.

**14. To Promote and register Company outside India: -**

To procure the registration or incorporation or recognition of the company in or under the laws of any place outside India. To form, incorporate or promote any company or

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR



companies, whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or control, or development of the company or any other objects or object which in the opinion of the company could or might directly or indirectly assist the company in the management of its business or the development of its properties or otherwise prove advantageous to the company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in obtaining subscriptions for or placing or assisting to place or to obtain subscriptions for or for guaranteeing the subscription of or the placing of any shares in the capital of the company or any bonds, debentures, obligations, or securities of the company or any stock, shares, bonds, debentures, obligations or securities of any other company held or owned by the company or in which the company may have an interest or in or about the formation or promotion of the company or the conduct of its business or in or about the promotion or formation of any other company in which the company may have an interest.

**15. To Amalgamate into Joint Venture, Partnership etc.: -**

Subject to the provisions of the Companies Act, 2013, where ever applicable, to amalgamate or to enter into partnership or other company or into any arrangement for sharing of profits or union of interests, joint adventure, reciprocal concession or co-operation for limiting competition with any person or persons or company or companies carrying on, or engaged in, or about to carry on or engage in, or being authorised to carry on or engage in any business or transaction which this company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit this company.

**16. Government and other concessions and to promote and oppose legislation: -**

To enter into any arrangements and to take all necessary or proper steps with governments or with other authorities supreme, national, local, municipal or otherwise of any place in which the company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the company or effecting any modification in the constitution of the company or furthering the interests of its members and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the company or its members and to promote or assist promotion, whether directly or indirectly, of any legislation which may appear to be in the interests of the company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the company and to obtain from

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

any such government, authority or any company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and carry out, and to exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges or concessions.

**17. Publicity, Advertisement and Trust: -**

To adopt such means of making known the products of the company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations. To undertake and execute any trust, the undertaking of which may seem to the company desirable, and either gratuitously or otherwise, and vest any real or personal property, rights or interest acquired by or belonging to the company, in any person or company on behalf of or for the benefit of the company and with or without any declared trust in favour of the company.

**18. To apply assets for establishment of association connected with company or for benefit of employees of company: -**

To subject to the provisions of the Act, apply the assets of the company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally including any association, institution or fund for the protection of the interests of masters, owners, and employers against loss by bad debts, strikes, combinations, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the company or any of its predecessors in business or their families or dependants and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, dining and recreation rooms, churches, chapels, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.

**19. Labour problems: -**

To aid, pecuniary or otherwise, any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.

**20. To subscribe money and Provident institution: -**

To subscribe or guarantee money for any national, charitable, benevolent, public,

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR



general or useful object or for any exhibition. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds or provident funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment of service of the company, or of any company which is a subsidiary of the company or is allied to or associated with the company or with any such subsidiary company, or who are or were at any time directors or officers of the company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the company or of any such other company as aforesaid, and make payment to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

21. **Distribution in specie: -**

To distribute all or any of the property of the company amongst the members in specie or kind or any proceeds of sale or disposal of any property of the company, but so that no distribution amounting reduction of capital be made except with the sanction (if any) for the time being required by law.

22. **Trustee and agency and any other business: -**

To carry on any other business whether manufacturing or otherwise that may seem to the company capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights or which it may be advisable to undertake with a view to improving, developing, rendering valuable or turning to account any property real or personal belonging to the company or in which the company may be interested and to do all or any of the above things, either as principals, agents, trustees, contractors or otherwise and to do all such things as are incidental or conducive to the attainment of the above objects.

23. **Amalgamation and co operation with companies or association: -**

To amalgamate with any other company or companies which may directly or indirectly promote the objects of the company and which may promote/diversify the operations of the company and will be in the interests of the shareholders. To subscribe to become a member of, subsidize and co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Company and to procure from and communicate to and such association, such information as may be likely to further the objects of the Company.

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

24. **Incidental powers: -**

To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them. To alter, enlarge, remove, pull down, replace, maintain, remove, develop, work, control and manage any buildings, offices, factories, mills, ships, machinery and other works and conveniences which the company may think directly or indirectly conducive to its objects and connected with the main line of business which the company will carry on or advance the interest of the company and to contribute or otherwise assist to take part in the construction, maintenance, development, working, control and management thereof and to join with any other person or company doing any of these things.

25. **Pledge, Hypothecation: -**

To lease, let out on hire, mortgage, and pledge, hypothecate, sell or otherwise dispose of the whole or any part of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any. Share of interest therein respectively in such manner and for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other body corporate having objects altogether or in part similar to those of the Company.

26. **Winding up and transportation: -**

On winding up of the company, to distribute all or any of the property of the company amongst the members in specie or in kind or proceeds of sale or disposal of any property of the company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law, and subject further to Chapter VIII of the Companies Act, 2013. To carry on the business of transport and any other business whether being conveniently be carried on in connection with the objects belonging to the Company or in which the company may be interested.

27. **Payment to promoters: -**

To pay to promoters such remuneration and fees and otherwise recompensate them for their time and for the services rendered by them.

28. **To carry out objects in any part of the world: -**

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 conjunction with any other Person, Firm, Association, Corporate Body, Municipality Province, State of Government or Colony or Dependency thereof.

29. **To communicate with chamber of commerce and train employees and make payment: -**

To become member of and to communicate with Chamber of Commerce and other mercantile and public bodies throughout the world and to advise on, concert, promote and support measures for the protection, advancement, growth of commerce and industry and for protection and welfare of persons engaged therein. To train and get trained to and/or pay to training for the employees both present and future, for and in

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR



connection with the business of the Company.

30. **To apply for tender, purchase, acquisition of contracts and sub contracts: -**

To apply for tender, purchase or otherwise acquire any contracts, sub-contracts, licenses 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.

31. **To dedicate and dispose off property of company for national interest and promote, lead evidences before any commission: -**

To dedicate present or otherwise dispose off either voluntarily or for value any property of the Company deemed to be of national, public or local interest to any national trust, public body, museum, corporation or authority or any trustees for or on behalf of the same or on behalf of the public. To promote, assist or take part and appear or lead evidences before any commission, investigation, inquiry, and trial or hearing, whether public or private, relating to matters connected with any trade, business or industry.

32. **To promote and hold conferences, meetings and debates for the interest of the company: -**

To promote co-operation, hold conferences, organize and participate in meetings, maintain bureau, carry on correspondence, arrange discussions, symposiums and debates, prepare statements, reports and articles relating to any and all matters of interest to the Company.

33. **To establish aid, support for the members and employees: -**

To establish aid, support or / and in the establishment and support of association, institutions, funds, trusts, private or public, for the benefit of its employees or ex-employees, Directors, ex-Directors of the Company or its connections in business and for persons having dealings with the company or the dependents, relatives or connections of such persons and in particular friendly or other benefit societies and grant pensions, allowances, gratuities and bonuses either by way of annual payment or lump sum and to make payment towards insurance and to form and contribute to provident and other benefit funds for such persons and to provided for the welfare of Directors, ex-Directors and employees and ex-employees of the company and the wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grant of moneys, pensions, allowances, bonuses or other payments and to provide or subscribe or contribute towards places of instructions and recreations, hospitals, dispensaries, holiday-homes, medical and other attendance and other assistance as the company shall think fit.

34. **To refer, agree to refer claims, demands against the company: -**

To refer or agree to refer any claims, demands, disputes or any other questions by or against the Company or in which the Company is interested or concerned and whether

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

between the Company and the member or members or his or their representatives or between the Company and third parties to arbitration in India or any places outside India and to observe and perform awards made thereon and to do all acts, deeds, matters and things to carry out or enforce the awards in accordance with the provisions of India Arbitration Act.

35. **To get expert advice and undertake contracts: -**

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 properties or rights. To undertake and execute any contracts for works for the business of the Company.

36. **To create funds for the interest of the company: -**

To create any depreciation fund, reserve fund, 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 or redeemable preference shares or any other purpose whatsoever conducive to the interest of the Company.

37. **To accept Donations and Gifts etc.: -**

To accept, donations, gifts with such conditions, restrictions, obligations, stipulations and liabilities provided that such receipts are not derogative to any objects of the Company. To alienate, transfer, gift, donate, settle any property of the Company with or without consideration to any person including any trust whether public or private, discretionary or specific either by revocable or irrevocable transfer or settlement or upon such terms and conditions as the Company may deem fit.

38. **To establish business of warehousing and purchase or acquire assets for the expansion of business: -**

- a) To establish the business of warehousing in all its aspects in India and elsewhere. To purchase or acquire container stacking cranes, Mobile Container Cranes, Van Movers, Trailers, Heavy Forklift Trucks, barges, Ships, Wooden Crafts and Pallets, Portainers, Transtainers, Straddle carries and such other handling equipment and retain them as service in Docks, Container Freight and on roads.
- b) To purchase, take on exchange or on lease or on rent, occupy, or otherwise acquire lands, warehouse, godowns and to erect, construct, build and establish Cold Storage Plants, Warehouses, godowns, Container Terminals and container freight stations or to enter into contracts with Government Bodies, to construct such container freight stations or terminals as required by them.
- c) To manufacture and repair containers, to purchase or acquire on lease or otherwise containers and give them on lease or on rent. To make available the warehousing facilities including cold storage facilities for stuffing and destuffing the cargo into the containers.

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR



39. **To build container freight station and study, management, handling of bulk goods, containers etc.:-**  
To erect or build container freight station or container terminals semi or fully automated. To study, advice planning, management and administration of terminals, port operating companies, handling of general and RO/RO-LO/LO cargo, handling of bulk goods, warehousing, handling of containers, trucking of containers, collecting and disposal of oily residues, recycling of special wastes.
40. **To offer handling services and Services for port lighterage, bulk cargo, container transport etc.:-**  
To offer facilities and services for RO/RO handling such as despatch of all sizes of vessels, trailer handling, cargo lashing. To offer facilities and services for port lighterage and barge transport for conventional and bulk cargo, container transport, heavy lifts and specialised transports, push boats and tug services, barge rental, and storage in lighters.
41. **To provide services for Inland Water Transports and storage etc.:-**  
To offer facilities and services for inland waterway transports, such as push boat, Seabee and lash transports, bulk goods transports, forwarding storage. To offer facilities and services for rank transportation in port and inland waterway push boat transports of mineral and vegetable oils, chemicals and other liquids, bundering, oily residues, ballast and tank wash water, transit storage of all types of oil.
42. **To form cartel for the company and accept as consideration for or lien of company's properties:-**  
To form, manage, join or subscribe to any syndicate, pool or cartel for the business of the Company. To accept as consideration for or in lien of the whole or any part of the Company's properties either land or cash or Government security or securities guaranteed by 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 of by repurchasing or taking lease the same at such price and on such terms and conditions as may be agreed upon by the Company.
43. **To let on lease/ license or hire purchase any property and vest any movable or immovable property of company:-**  
To let on lease, or license, or on hire purchase or to lend or any properties belonging to the Company and to finance for the purpose of any article or articles whether made by the Company or not by way of loans or by hire-purchase system. To vest any movable or immovable properties, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

- IV. The Liability of the Members is Limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V. <sup>1&3&5</sup>The Authorised Share Capital of the Company is Rs.15,00,00,000 (Rupees Fifteen Crores only) divided into 1,50,00,000 (One Crore and Fifty Lacs Only) Equity Shares of Rs.10 (Rupees Ten) each.

<sup>1</sup>The authorised capital of the company increased from ₹5 Lacs to ₹490 Lacs vide Ordinary Resolution passed in EOGM held on May 10, 2019.

<sup>2</sup>The name of the company changed to *KANISHK ALUMINIUM INDIA PRIVATE LIMITED* vide Special Resolution passed in the EOGM held on August 26, 2022.

<sup>3</sup>The authorised share capital further increased from ₹490 Lacs to ₹1090 Lacs via Ordinary Resolution passed in EOGM held on November 03, 2023.

<sup>4</sup>The name of the company changed vide Special Resolution passed in the EOGM held on September 07, 2024, pursuant to conversion of company to a Public Limited Company.

<sup>5</sup>The authorised share capital further increased from ₹1090 Lacs to ₹1500 Lacs via Ordinary Resolution passed in EOGM held on March 8, 2025.

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR

For KANISHK ALUMINIUM INDIA LTD.

DIRECTOR





राजस्थान RAJASTHAN

AE 966937

02 JUL 2024

जोधपुर (राजस्थान)

"This non-judicial stamp paper forms an integral part of stamp duty paid on Alteration of Articles of Association of Kanishk Aluminium India Private Limited "

For Kanishk Aluminium India Pvt.Ltd.

Director

For Kanishk Aluminium India Pvt.Ltd.

Director

मुद्रांक विक्रेता:-रमाकान्ता माहेश्वरी अनुज्ञा पत्र संख्या 20/2011

जि. क्र. सं. 07931 दिनांक 12/8/24 मु. वैल्यू व क्र. सं. 50

मुद्रांक क्रेता का नाम Kenishk Aluminium Indiq. Pvt. Ltd

पेता / पति का नाम

पता- Boonade Jodhpur

प्रयोजन Alteration of Articles of Association

हस्ता क्रय की दशा व 200 का

क्रेता के हस्ताक्षर

रमाकान्ता माहेश्वरी

मुद्रांक विक्रेता का हस्ताक्षर

|                                |                                       |
|--------------------------------|---------------------------------------|
| मुद्रांक विक्रेता का नाम       | रमाकान्ता माहेश्वरी                   |
| मुद्रांक क्रेता का नाम         | Kenishk Aluminium Indiq. Pvt. Ltd     |
| मुद्रांक क्रेता का पता         | Boonade Jodhpur                       |
| मुद्रांक क्रेता का प्रयोजन     | Alteration of Articles of Association |
| मुद्रांक क्रेता का हस्ताक्षर   |                                       |
| मुद्रांक विक्रेता का हस्ताक्षर |                                       |
| मुद्रांक विक्रेता का मुद्रांक  | 50                                    |
| मुद्रांक क्रेता का मुद्रांक    | 100                                   |
| मुद्रांक क्रेता का मुद्रांक    | 150                                   |
| मुद्रांक क्रेता का मुद्रांक    | 10                                    |



**THE COMPANIES ACT, 2013**  
**(COMPANY LIMITED BY SHARES)**  
**ARTICLES OF ASSOCIATION**  
**Of**  
**\*KANISHK ALUMINIUM INDIA LIMITED**

***Interpretation***

**I.** In these regulations the Act means the Companies Act 2013 the seal means the common seal of the company. Unless the context otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

***Share capital and variation of rights***

**II. 1.** Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

**2.** Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without payment of any charges or several certificates each for one or more of his shares upon payment of twenty rupees for each certificate after the first. Every certificate, may be under the seal, if any and shall specify the shares to which it relates and the amount paid - up thereon. In respect of any share or shares held jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

Register of Members" shall mean the register of members required to be maintained pursuant to the Act and shall include the Register of Beneficial Owners maintained by a Depository under the Depositories Act 1996 in respect of the Company's shares being held in a dematerialized form.

The Company if at any time issues debentures, shall keep a Register and Index of Debenture holders with details of debentures held in material and dematerialised forms in any media (including electronic media) as may be permitted by law. The Register and Index of Beneficial Owners maintained by a Depository under section 11 of the Depositories Act shall be deemed to be the Register and Index of Debenture holders holding debentures in a dematerialised form for the purpose of the Act. The Company shall have the power to keep in any State or country outside India a Branch Register of Debenture holder's resident in that State or Country.

No share certificate(s) shall be issued for shares held in dematerialised form so long as they remain dematerialized.

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director

The Company shall be entitled to dematerialise its existing shares and rematerialize its shares, held in Depositories and/or offer fresh shares held in a dematerialised form, pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any.

The shares in the capital shall be numbered progressively according to their several denominations, provided, however, that the provision relating to progressive numbering shall not apply to the shares which are dematerialized or may be dematerialized in future or issued in future in dematerialized form. Except in the manner hereinbefore mentioned, no share shall be sub-divided. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.

3. If any share certificate be worn out defaced mutilated or torn or if there be no further space on the back for endorsement of transfer then upon production and surrender thereof to the company a new certificate may be issued in lieu thereof and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.

4. Except as required by law no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

5. The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under subsection (6) of section 40. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48 and whether or not the company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

8. Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are to be redeemed on such terms and in

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director



such manner as the company before the issue of the shares may by special resolution determine. I. Empower to Issue Securities. The company is empowered and authorize to issue shares or securities including but not limited issue of equity shares preference shares debentures sweat equity shares ESOP vide private placements preferential allotment bonus conversion of loan or debentures or debt into equity right issue or otherwise. II. Sweat Equity, Employees Stock Option Scheme (ESOP) Subject to the provisions of Section 2(88), 54 and other applicable provisions of the Act and the rules made thereunder the Company may issue sweat equity shares if such issue is authorised by a special resolution passed by the Company in the general meeting. The Company may also issue shares to employees including its working Directors under ESOP or any other scheme if authorised by a special resolution of the Company in general meeting subject to the provisions of the Act. III. Power to issue Shares with differential voting rights. The Company shall have the power to issue Shares with such differential rights as to dividend voting or otherwise subject to the compliance with requirements as provided for in the Companies (Share Capital and Debentures) Rules 2014 or any other law as may be applicable. IV. Further Issue of Shares (a) The Board of Directors or the Company as the case may be shall have the power to issue further shares subject to and in accordance with the provisions of the Act to i. the persons who at the date of offer are holders of equity shares of the Company ii. the employees including the employees of the subsidiaries of the Company under any stock option scheme approved by the shareholders iii. Any persons whether or not those included in (i) (ii) above. (b) The further issue may be made in any manner as the Board may determine whether by preferential offer or private placement.

#### **Lien**

9. The company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the company Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The company's lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares. That fully paid shares shall be free from all lien and that in the case of partly paid shares the Issuers lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

10. The company may sell in such manner as the Board thinks fit any shares on which the company has a lien Provided that no sale shall be made 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 the person entitled thereto by reason of his death or insolvency.

11. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. 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.

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director

### ***Calls on shares***

13. The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed Times. Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall subject to receiving at least fourteen days' notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board. Any amount paid up in advance of calls on any share may carry interest but shall not in respect thereof confer a right to dividend or to participate in profits.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate if any as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board - a. may if it thinks fit receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him and b. upon all or any of the monies so advanced, may (until the same would but for such advance, become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct, twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance.

### ***Transfer of shares***

19. The instrument of transfer shall be common in the company and to be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director



20. The Board may subject to the right of appeal conferred by section 58 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.

21. The Board may decline to recognise any instrument of transfer Unless a. the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56 b. the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer and c. the instrument of transfer is in respect of only one class of shares. That registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Issuer on any account whatsoever.

22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine. Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

#### ***Transmission of shares***

23. On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares. Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. A common form of transmission shall be used.

24. Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or insolvent member had transferred the share before his death or insolvency.

The Register and Index of Beneficial Owners received from a Depository in respect of dematerialized shares shall be maintained and corrected as per the provisions of this Article and the rights and obligations of joint holders as members including voting rights and right to dividends shall be governed by these Articles.

25. If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by

***\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.***

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director

membership in relation to meetings of the company. Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.

#### ***Forfeiture of shares***

27. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.

28. The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and state that in the event of non-payment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

30. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. At any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit.

31. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay to the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

32. A duly verified declaration in writing that the declarant is a director the manager or the secretary of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration if any given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of. The transferee shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share.

33. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

#### ***Alteration of capital***

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director



34. The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution.

35. Subject to the provisions of section 61 the company may by ordinary resolution consolidates and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum cancel any shares which at the date of the passing of the resolution has not been taken or agreed to be taken by any person.

36. Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit. Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose. The holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the company and other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively.

37. The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law its share capital any capital redemption reserve account or any share premium account or any other reserve in the nature of share capital.

#### ***Capitalisation of profits***

38. The company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss Account or otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall be applied subject to the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B). A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares. The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

39. Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any and generally do all acts and things required to give effect thereto. The Board shall have power to make such provisions by the issue of

***\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.***

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director

fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation or as the case may require for the payment by the company on their behalf by the application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amounts remaining unpaid on their existing shares. Any agreement made under such authority shall be effective and binding on such members.

#### ***Buy-back of shares***

40. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force the company may purchase its own shares or other specified securities.

#### ***General meetings***

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.

42. The Board may whenever it thinks fit call an extraordinary general meeting. If at any time directors capable of acting who are sufficient in number to form a quorum are not within India any director or any two members of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board.

The Board shall, on a requisition made by, such number of members who hold, on the date of the receipt of the requisition, not less than one-tenth of such of the paid-up share capital of the company as on that date carries the right of voting call an Extraordinary General Meeting.

#### ***Proceedings at general meetings***

43. 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. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103.

44. The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company. If there is no such Chairperson or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting the directors present shall elect one of their members to be Chairperson of the meeting. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

45. At least twenty-one days, clear notice of General Meetings of the Company, specifying, the date, day, hour and place of meeting and the objects shall be given. In every such notice calling meeting of the Company there will appear a statement that member is entitled to appoint proxy to attend and to vote instead of himself. A General Meeting may be called after giving a notice shorter than twenty-one days if consent is accorded in case of any general meeting of all the members entitled to vote thereat and in case of any other meeting by members holding not less than 95 (Ninety-Five) percent of the paid up share capital and is given a right to vote in a meeting.

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director



46. No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.

#### ***Adjournment of meeting***

47. The Chairperson 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. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. 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. Save as aforesaid and as provided in section 103 of the Act it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### ***Voting rights***

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company. Option or right to call of shares shall not be given to any person except with the sanction of the Issuer in general meetings.

A depository as a registered owner shall not have any voting rights in respect of shares held by it in a dematerialized form. However, the beneficial owner as per the Register of Beneficial Owners maintained by a Depository shall be entitled to such rights in respect of the shares or securities held by him in the Depository. Any reference to the member or joint members in the Articles includes a reference to the beneficial owner or the joint beneficial owner in respect of the shares held in a Depository.

49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

50. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51. 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 committee or other legal guardian and any such committee or guardian may on a poll vote by proxy.

52. Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll.

53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid

54. 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

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director

disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

#### **Proxy**

55. The instrument appointing a proxy and the power-of-attorney or other authority if any under which it is signed or a notarised copy of that power or authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105

57. 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 or the transfer of the shares in respect of which the proxy is given 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 the meeting or adjourned meeting at which the proxy is used.

#### **Board of Directors**

58. The number and the names of the first directors of the Company shall be as below:

1. Parmanand Agarwal
2. Khushboo Agarwal

59. The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of the Act the directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company.

60. The Board may pay all the expenses including the preliminary expenses incurred in getting up and registering the Company and board shall approve or reject the preliminary contracts by passing a board resolution in this behalf.

61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

62. All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time by resolution determine.

63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.



Director

For Kanishk Aluminium India Pvt. Ltd.



Director



64. (a) Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

#### ***Proceedings of the Board***

65. The Board of Directors may meet for the conduct of business adjourn and otherwise regulate its meetings as it thinks fit. A director may and the manager or secretary on the requisition of a director shall at any time summon a meeting of the Board.

66. Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote.

67. 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.

68. The Board may elect a chairperson of its meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting.

69. The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. 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.

70. A committee may elect a chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the members present may choose one of their members to be Chairperson of the meeting.

71. A committee may meet and adjourn as it thinks fit. 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 Chairperson shall have a second or casting vote.

72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

73. Save as otherwise expressly provided in the Act a resolution in writing signed by all the members of the Board or of a committee thereof for the time being entitled to receive notice of a

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director

meeting of the Board or committee shall be valid and effective as if it had been passed at a meeting of the Board or committee duly convened and held.

***Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer***

74. Subject to the provisions of the Act A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer.

75. (a) A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.

***The Seal***

76. It is not obligatory for the company to have a common seal. However, if the company opts to have one, the board has the authority to establish pertinent rules and regulations. Such rules and regulations hold ultimate authority proving conclusive and binding on both the company and its members.

***Dividends and Reserve***

77. The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.

78. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

79. The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time think fit. The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve.

80. Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director



dividend accordingly. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.

**81.** The Board may deduct from any dividend payable to any member all sums of money if any presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

**82.** Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

**83.** Any one of two or more joint holders of a share may give effective receipts for any dividends bonuses or other monies payable in respect of such share.

**84.** Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

**85.** No dividend shall bear interest against the company.

#### ***Accounts***

**86.** The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

#### ***Winding up***

**87.** Subject to the provisions of Chapter XX of the Act and rules made thereunder If the company shall be wound up the liquidator may with the sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the company whether they shall consist of property of the same kind or not. For the purpose aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

#### ***Indemnity***

**88.** 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.

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*

For Kanishk Aluminium India Pvt. Ltd.

Director

For Kanishk Aluminium India Pvt. Ltd.

Director

***Others***

**89. Borrowing Power:** - The Directors may from time to time at their discretion borrow and secure the payment of any sum of money for the purpose of the Company pursuant to the provisions of Section 179(3)(d) and other applicable provisions if any of the Companies Act 2013. The Director may secure the repayment of such money in such manner and upon such terms and conditions in all respects as they think fit and in particular subject to Articles of the Company and Companies Act 2013 charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

For Kanishk Aluminium India Pvt. Ltd.



Director

For Kanishk Aluminium India Pvt. Ltd.



Director

*\*Company has altered its Memorandum of association and Article of Association in the Extra-Ordinary General Meeting held on 07/09/2024 for adoption of new set of MOA & AOA pursuant to conversion of company to a Public Limited Company.*



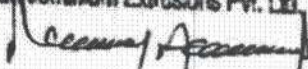
99. We, the several persons, whose name and addresses are subscribed are desirous of being formed into a Company in pursuance of this Articles of Association:

| Photo | Sr. No. | Name, Addresses, Descriptions, Occupation and Signature of the subscribers  | Name, Address, Description and Occupation of the Common Witness  |
|-------|---------|---|--|
|       | 1       | <p>Permanand Agarwal S/o of Om Prakash Agarwal at present residing at 21 Kanti Nagar, Pal road, Jodhpur-342008, Rajasthan Occupation- Business</p> <p>Occupation: Business Sd/-</p>   | <p>Common witness for both 2 subscribers I, witness to subscribers who have subscribed and signed in my presence.</p> <p>Further, I have verified his/her/their identify details for their identification and satisfied myself of their identification particulars as filled in</p> <p><b>Keshav Rathi</b><br/>s/o Shri Nand Kishore Rathi<br/>Address: 17 E 401, Chopasni Housing Board, Jodhpur-342008, Rajasthan<br/>Occupation: Company Secretary<br/>M.No. 35438<br/>COP No.13111</p> <p>Sd/-</p> |
|       | 2       | <p>Khushboo Agarwal W/o of Ashish Agarwal at present residing at Behind Dhanwantri Hospital, 21 Kanti Nagar, Pal road, Jodhpur-342008, Rajasthan</p> <p>Occupation: Business Sd/-</p> |  |

Place: Jodhpur

Date: 01/12/2018

For Kanishk Aluminium Extrusions Pvt. Ltd.



Director

For Kanishk Aluminium India Pvt. Ltd.



Director

Page 15 of 15

For Kanishk Aluminium India Pvt. Ltd.



Director