

MEMORANDUM OF ASSOCIATION AND

ARTICLES OF ASSOCIATION OF

AERIAL PLATFORM ASSOCIATION OF INDIA





GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 the Companies (Incorporation) Rules, 2014]

I hereby certify that AERIAL PLATFORM ASSOCIATION OF INDIA is incorporated on this Fourteenth day of September Two thousand sixteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U71290MH2016NPL285883.

Given under my hand at Manesar this Fourteenth day of September Two thousand sixteen .

DS Ministry of Corporate Affairs -(Govt of India) 14

Digitally signed by DS Ministry of Corporate Affairs - (Gove of India) 14 (Gove of India) 14 (Gove of India) 14 (Gove of India) 15 (Gove of India) 15 (Gove of India) 16 (Gove of India) 16 (Gove of India) 16 (Gove of India) 16 (Gove of India) 17 (Governorate of India) 17 (Governorate of India) 17 (Governorate of India) 18 (Govern

KAILASH CHAND MEENA
Deputy Registrar Of Companies

Central Registration Centre

For and on behalf of the Jurisdictional Registrar of Companies

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

AERIAL PLATFORM ASSOCIATION OF INDIA

UNIT NO. 302, 3RD FLOOR, GODREJ COLISEUM BUILDING, NEAR EVERARD NAGAR OFF ESTERN EXPRESS HIGHWAY SION, MUMBAI, Mumbai City, Maharashtra, India, 400022



THE COMPANIES ACT 2013

COMPANY LIMITED BY SHARES AND

HAVING SHARE CAPITAL

U/S 8 OF COMPANIES ACT 2013

MEMORANDUM OF ASSOCIATION

OF

AERIAL PLATFORM ASSOCIATION OF INDIA

- The name of the Company is **AERIAL PLATFORM ASSOCIATION OF INDIA**
- II The registered office of the Company will be situated in the state of Maharashtra, under jurisdiction of Registrar of Companies, Maharashtra at Mumbai.
- III The objects for which the Company is established are:

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

- To create awareness, promote, standardized and protect the interest of owners, users, suppliers and manufacturers of Aerial Work Platform and related products in INDIA, who are members of the company.
- B THE MATTERS WHICH ARE NECESSARY FOR THE FURTHERANCE OF OBJECTS SPECIFIED IN CLAUSE III (A) ARE:-
- To promote young and talented entrepreneurs to engage and involve themselves in manufacturing and providing services of Aerial Work Platform.
- 3 To encourage, promote various small scale entrepreneurs to provide supportive services which are helpful for manufacturing and providing services Aerial Work Platform so as to generate various employment opportunities.
- 4 To enter into contracts, agreements or arrangements with any other person, firm, body corporate, institution government or semi-government authority to carry out the main object.
- To purchase, acquire, take on lease, hire or otherwise any movable or immovable property of all kinds and put the same to use to carry on the main object.

- To lease, mortgage or create charge on the Fixed or current assets of the company for such consideration as the company may deem fit.
- 7 To establish, maintain, conduct, any research or Training activity and assist technical laboratories or Libraries in that behalf by proving technical advice.
- 8 To organize seminars, conventions, exhibitions, workshops, conferences of like-minded trade or industrial units and award prizes, scholarships, grants and generally encourage, promote, and studies connected with the main object of the company.
- 9 To open any kind of account including Current Account, Savings Bank Account, Overdraft, Loan, Cash Credits in any bank to make, accept, endorse, and execute promissory notes, bills of exchange and other negotiable instruments.
- To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pensions or superannuation funds for the benefit of and give or procure the giving of donations, gratitude, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the company, or who are or were at any time Directors or officers of the Company or their wives, widows, families and to subsidies and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and the well-being of the company and make payments to or towards the insurances of any such persons as aforesaid, subject to the provisions of the Companies Act, 2013.
- To execute and exercise all corporate powers, rights and privileges in any part of the world and establish chapters, branches and offices as may be required from time to time.
- To collect and disseminate statistical and other data with regards to the Aerial Industryand diffuse the same amongst members by printing or publishing the same in periodicals, journals, bulletins, circulars, book or CD's.
- To consider all issues affecting the interest of Aerial owners/operators or with regards to rules, regulations, enactments, bye-laws affecting the business of members and initiate, support or oppose such regulations by way of petitions, meetings, representations or otherwise.
- To establish or co-operate with other Associations, Federations or bodies corporate with similar objects.
- To dedicate, donate, present ant money for National Public or Local such as Flood relief, child education, Defence, National security, Natural calamity relief.

- To encourage the members to adopt modern or innovative methods of operations, maintenance including effecting cost and inventory controls.
- To conduct publicity campaigns for image building of the company/ industry.
- To co-ordinate the activities amongst members of the company and help in adoption of safety measures in their operations.
- To establish workshops, garages, for maintenance of Aerial of member establishments and arrange apprentice shop facilities thereat in co-ordination with government, semi-government or private training or educational institute.
- To provide facilities to members for obtaining permits and licenses for operation of their Aerials both in the State as well as intra-State and help them in arranging financial/technical support services for smooth running of their business activity.
- To mediate, arbitrate or liaise in intra-party disputes from time to time.
- To help the members in smooth functioning of their work including facilitating recovery of their dues from their customers and arrange steady supply of spares required including testing of their vehicles, tools equipment's from several agencies both government or private.
- To organize training courses for Aerial operators, mechanics and upgrade their standards, to promote better services to the end-users and obtain necessary certificates, Licences for such trainees.
- To help in insurance of Aerials on a collective basis at competitive premia.
- To do all such other lawful things, acts and deeds which are conducive to the attainment of the main object.
- To establish a school for Aerial operators.
- 27 To conduct Rural/Urban development programs, directly or indirectly and help in execution of such projects for improved socio-economic life
- To do all such acts and deeds for attaining the above said main or incidental or other object.
 - the doing of all such other lawful things as considered necessary for the furtherance of the above objects :

Provided that the company shall not support with its funds, or endeavour to impose on, or procure to be observed by its members or others, any regulation or restriction which, as an object of the company, would make it a trade union.

THE OBJECT OF THE COMPANY EXTEND TO WHOLE INDIA

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IV

- i) The profits, if any, or other income and property of the company, when so ever derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum.
- ii) No portion of the profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the company or to any one or more of them or to any persons claiming through any one or more of them.
- iii) No remuneration or other benefit in money or money's worth shall be given by the company to any of its members, whether officers or members of the company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.
- iv) Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.
- v) Nothing in clauses (iii) and (iv) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;
- VI No alteration shall be made to this memorandum of association or to the articles of association of the company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar.
- VII The liability of the members is Limited
- VIII The Authorized share capital of the company will consist of Rs.20,000/- divided into 2000 Equity shares of 10/-rupees each.
- True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the company for the time being in force, the accounts shall be open to the inspection of the members. Once at least in every year, the accounts of the company shall be examined and the correctness of the balance-sheet and the income and expenditure accountascertained by one or more properly qualified auditor or auditors.

- If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.
- XI The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.



XII We, the several persons whose names and addresses and descriptions are subscribed, are desirous of being formed into a Company not for profit in pursuance of this Memorandum of Association

Sr.	Names, Addresses,	Signature Of	No. of Equity	Signature of witness
No.	Description and occupation of Each Subscriber	Subscriber	Shares taken by each Subscriber	With Description and Occupation
	Mr. Dlorak Naw. n Dellie Sho Naw n Presiji Dellie Add: 801, Bliss, Plst 1750, Rd 46, Pars: Colony, Dadas (El Mundai Mossoly Occupation Business	Dharah	(one hund- red equity showes)	I witness to the subscriber Not who has subscribed and signed in my presence on 3th function and further I have varified his identification and I satisfied myself of his identification particulars a fulled in "Debholker Abbolker Sis DINANATH DABHOLKAR
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Date : 9/1/16
Place : 2000

XII We, the several persons whose names and addresses and descriptions are subscribed, are desirous of being formed into a Company not for profit in pursuance of this Memorandum of Association

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	No. of Equity Shares taken by each Subscriber	Signature of witness With Description and Occupation
2	MR. Kunal Sojantial Gala do Jajantial Gala Address 190116 Kamal Kunj wadola Station Raad, wadola Humbey - 31 Decepation: Business.	->641-	(One Hundred equity showes)	I withers to the subscribe, NO2 who has subscribed and signed in my presence on 9th junction and I satisfied I have verified his identification particulars as filled in . (1) Sold I satisfied in Sabbillar and I satisfied in . (1) Sold I satisfied in . (1) Sold I satisfied in . (1) Sold I satisfied in . (2) DINANATH DABHOLKAR SOLD INC. SCHOOL, NEARSOMICARS 1004, AMBER CASTIE, BEHIND DNC SCHOOL, NEARSOMICARS 1004, AMBER 1004, AMBER CASTIE, BEHIND DNC SCHOOL, NEARSOMICARS 1004, AMBER 1004, A

Date : 9/06/2016

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5	VIPUL KUMPETULIAN S/Q. SANZAY KUMPE TULSIAN APPRELL: 2032, PRESTIVE KENCINGTON CHAPEN, HAT MAIN ROAD, TACAHAILT BANGALORE - SBOODS O MUPATION: BUSINGSS		(one Hundred equity shewes)	I withers to the subscriber Nos who has subscribed and signed in my presence ong the subscriber and I satisfied in identification and I satisfied in identification particulars as filled in identification particulars. Yought cotion particulars as filled in identification particulars in the print of the particulars is print of the particular in the particular is particular in the particular in the particular in particular in the
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6	ANT. Rajit Roshmin Shah Sho Rashmin K Shah Alless: 1305/6, Kmueri NEELKANTH VALLEY, 7th FOAD, RATAWANI, GHATKOTALL (E), NUMBAI (10003) Bringstian - Business		(SIX Hundred Equity shored	I witness to the subscriber, Not who has subscribed an in my presence on 1th time we at Mumbai, further I very ad his identification and I satisfued myself identification particulars as fulled in Upablaices. Yogest DINANATH DABHOLKAR 300 DINANATH DABHOLKAR 300 DINANATH DABHOLKAR 300 DINANATH DABHOLKAR 500 DINANATH 500

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7	G. SATHIYAN S/O - S. GNANASKANDAN ND. B. DURAISNAMY ROAD NATESAN NAGAR VIRUGAMBALKAM CHENNAI - 600092 Compation - Business	- Asnthy-	(seven mind- ed equity sheares)	is without to the subscribe, NOF who has subscribed and signed in my presente on otherway of Mumbai. Justher I have verying his identification and I societyled myself of his identification and I societyled myself of his identification postuculars as fund in society of his identification postuculars as fund in society of his carrie, between succession of his society, has see serie, between successions of pomervir (E), Thank - 421201 PRACTISING (DIPPARY SECRETARY

Date : 09-06-2016

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8	Slo. V.N chelladurai Address: No 2, Adimit	Umlan	(one Hundred easy ty Sheer-es)	I witness to the subscribes No & who has subscribed and signidan my presente on 8th June 2- feat Mumber, Justines I have very judy his identification and I sadisfied myself of his identification and I sadisfied myself of his identification pastructured as filled in vogest postructors as filled in vogest planning his blanker as filled in vogest planning to be blanked in pastructors some series of anger caste, beinn Dar school, near some pancies no company secretary.

Date : 09/06/2016

Place : Mumbai

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Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	No. of Equity Shares taken by each Subscriber	Signature of witness With Description and Occupation
10	MR. MOHET WARENDRA MADAN SIO: NACENDRA NANDLAL MADAN ADDRESS: 1305 WOODCTOCK APT, J.P. ROAD, VERSOUR, AMDHERT WEST, NUMBRE- MOOOG) OCCOPATION: BUSTNESS	MMadan	(One Hundry Escuity Showes)	I witnes to the subscriber No 10 who has subscribed and sque in my presence on 19 Januarie at murrhay fusher I have velified his I denlefued on and I sadicfied myself of his identification particulars as filted in. Verest of the binning of the base of t

Date - 09/06/2016

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THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

UNDER SECTION 8 OF THE COMPANIES ACT, 2013

ARTICLES OF ASSOCIATION

OF

AERIAL PLATFORM ASSOCIATION OF INDIA

- **1.** a) The reference herein to 'The Act' is to the Companies Act, 2013 as amended thereto, from time to time and as applicable.
 - b) The headings are given for convenience and shall not affect the construction of these articles.

PRELIMINARY

2. The Regulations contained in Table 'F' in Schedule 1 to the Act as amended from time to time in so far as they are applicable to a private limited company excluding clause no. 4, 5, 6, 7, 8, (Sub clause),18, 27, 36, 37, 38,39,40,41, 48, 76,80, 81, 82, 83, 84, 85, 86, 87, 88, of Table F be excluded in AOA and so far as they are not modified or altered by Articles hereinafter provided, shall apply to this Company

INTERPRETATION

- **3.** In the interpretation of these Articles, the following expressions shall have the following meanings, unless repugnant to the subjects or context.
 - "The Company" or this company means **AERIAL PLATFORM ASSOCIATION OF INDIA.**
 - "Memorandum & Articles" means the Memorandum of Association and Articles of Association respectively of the Company.
 - "Director" means and include all Directors of the Company and except where
 the context otherwise requires for those Articles shall mean the Board of
 Directors of the Company, or a properly constituted committee thereof.
 - "The Office" means the Registered Office for the time being of the company.
 - "The Registrar" means the Registrar of Companies.

- "Seal" means the common seal of the Company.
- "Month" means Calendar Month.
- "Year" means April to March of any Financial Year.
- "Proxy" includes Attorney duly constituted under a power of attorney.
- "Member" means a member of the Company who has duly subscribed to the shares of the company and whose name is entered in the Register of Members.
- "Admitted Members means following categories of members admitted as member of the company on receipt of application and its approval by Board of Directors:
- (a) Rental Member: Any Individual, Company, Limited Liability Partnership, Partnership Firm which is registered with proper authority carrying on the business of rental of Aerial Platforms is eligible for the membership of the company as Rental Members as the board may deem fit.
- (b) Associate Member: Any Individual, Company, Limited Liability Partnership, Partnership Firm which are registered with proper authority connected or interested in Aerial Platform business are eligible for the membership of the company as Associate Members as the board may deem fit.
- (c) Manufacturer Member: Any Individual, Company, Limited Liability Partnership, Partnership Firm which are registered with proper authority carrying on the business of Manufacturer of Aerial Platforms are eligible for the membership of the company as Manufacturer Members as the board may deem fit.
- (d) Foreign Member: Any institution or organization registered under any act as applicable in country outside India and engaged in the business of Aerial Platforms is / are eligible for the membership of company subject to approval of rules and regulations applicable in India.
- "In Writing Or Written" includes printing, lithography, and other modes of reproducing works in a visible form, which also include thumb impression properly attested.
- "North Zone" means a northern part of country which includes states and union territories such as Jammu & Kashmir, Himachal Pradesh, Delhi, Uttarakhand, Utter Pradesh, Punjab, Chandigarh and Haryana.

- "East Zone" means eastern part of country which includes states and union territories such as West Bengal, Arunachal Pradesh, Assam, Sikkim, Tripura, Nagaland, Manipur, Mizoram, Meghalaya, Bihar, Jharkhand, Odisha and Andaman & Nicobar Island.
- "South Zone" means southern part of country which includes states and union territories such as Karnataka, Tamil Nadu, Kerala, Andhra Pradesh, Telangana, Lakshadweep & Kavaratti, and Pondicherry.
- "West Zone" means western part of country which includes states and union territories such as Rajasthan, Gujarat, Maharashtra, Madhya Pradesh, Daman & Diu, Dadra & Nagar Haveli and Goa.

Words importing persons includes corporation, Firms and Association.

Words importing singular number include the plural and vice-versa.

Words importing masculine gender include the feminine gender and vice-versa.

PRIVATE COMPANY

- (a) The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013
- i) restricts the right to transfer its shares;
- ii) except in case of One Person Company, limits the number of its members to two hundred.

Provided that where two or more persons hold one or more shares in a Company jointly, they shall, for the purposes of this clause, be treated as a single member:

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;
- (b) The Company may at any time by a special resolution convert itself into a private company within the meaning and subject to the provisions of the Companies Act, 2013 and rules made thereunder.

SHARE CAPITAL

4. The authorised Share capital of the company shall be as mentioned in Clause VIII of the Memorandum of Association of the Company.

ALTERATION OF ARTICLE

5. Any alteration or amendment to the provisions of the Articles of Association shall be made with the prior approval of the Central Government or such other authorities as may be prescribed under the provisions of the Companies Act, 2013 and rules made thereunder and as may be amended from time to time.

ALLOTMENT OF SHARES AND REGISTER OF MEMBERS

6. Allotment of shares

Subject to the provisions of these article, shares in the capital of the Company for the time being shall be under the absolute control of the Board of Directors who may allot or otherwise dispose off the same or any of them to such persons on such terms and conditions and shall be made at par.

7. Register and Index of Members

The Company shall cause to be kept at its Registered Office or at such other place as may be decided, Register and Index of members in accordance with the applicable provisions of the Act and the Depositories Act, 1996 with details of shares held in physical and/or in dematerialized forms or in any media as may be permitted by Companies Act, 2013 and rules made thereunder including in any form of electronic media. The Register and index of beneficial owners maintained by a Depository under the applicable provisions of the Depositories Act, 1996 shall also be deemed to be the Register and index of members for the purpose of this Act

8. ADMITTED MEMBER

(i) Every application for admitted member shall be proposed by one other admitted member. The application for membership shall be in writing and signed by the applicant and his proposer and shall be in such form as provided by the company. The application shall be sent to the Registered Office of the company together with the necessary fees as prescribed by the company.

- (ii) Membership application received would be considered by the Board of directors of the Company in accordance with the procedure which may be laid down from time to time by the Company.
- (iii)The decision of the Board of directors shall be final. The Board of directors is not under any obligation of explaining the decision on the membership application.
- (-iv) When an application for membership is rejected the applicant is debarred from making a fresh application within twelve months from the date of rejection of such application.
- (v)Membership of Individual Admitted Member shall be cancelled in following circumstance /event:
 - a. On becoming insane or insolvent
 - b. On death
 - c. If his/her acts or behavior are detrimental to the interest of the company, his/her membership can be cancelled by the Board of directors and the resolution shall have been passed at the board Meeting of the company with the 3/4th of majority of board of directors gives their consent that such member shall cease to be a member. However, the member will be given opportunity to represent his/her case to the members present at a special meeting of the members call for the purpose.
 - d. If his annual subscription or other dues remain unpaid with two calendar months after the same shall have become due the name of such defaulting member shall be liable to be removed from membership at the discretion of the Board of directors.
 - (vii) Membership of company, limited liability partnership and partnership firm shall be cancelled in following circumstances/event:
 - a. On dissolution of Company, limited liability partnership or partnership firm
 - b. If its acts or behavior are detrimental to the interest of the company, its membership can be cancelled by the Board of directors and the resolution shall have been passed at the board Meeting of the company with the 3/4th of majority of board of directors gives their consent that such member shall cease to be a member. However, the member will be given opportunity to represent its case to the members present at a special meeting of the members call for the purpose.
 - c. If its annual subscription or other dues remain unpaid with two calendar months after the same shall have become due the name of such

defaulting member shall be liable to be removed from membership at the discretion of the Board of directors.

9. MEMBERSHIP FEE

Every Admitted Member of the company shall pay yearly subscription fees within 30 days of the due date as fixed by the board from time to time.

10. TRANSFER

The Board of Directors may at their absolute discretion decline to register any transfer of shares in the following cases:

- a) The transfer of shares to a person who have not been approved by the Board of Directors.
- b) Any transfer of shares on which the Company has a lien.
- **11.** Subject to provisions of Article 9, Shares held by a member as the case may be, may be transferred to his legal heirs or any other existing shareholder of the Company and shall not be transferred to any other person other than those as aforesaid.
- 12. In case of transfer of all or any part of the shares of the Company, to any person or persons excepting those provided in Article 10 above, a transferor shall intimate the Company in writing of his intention to do so, specifying clearly therein the name and address both present and permanent, and description of the proposed transferee and the Company, on receipt of such intimation of the transferor, shall hold meeting of Board of Directors to consider the matter of such transfer, within a period of sixty days from the date of receipt of such intimation letter from the transferor and the Board of Directors shall be at liberty either to take in such transferee as a member or arrange the transfer to any member of the Company as the case may be or any other person and in such manner as the Board of Directors may approve and prescribe.
- **13**. The instrument of transfer of any shares of the Company in the form prescribed under the Companies Act, 2013 shall be executed both by the transferor and the transferee and the transferor shall remain the holder of the shares so transferred until the name of the transferee is registered in the Register of Members.
- **14**. Every instrument of transfer shall be left at the office of the Company along with the original certificate of shares of the Company to be transferred and the transfer may be registered.

TRANSMISSION

15. In case of death of a member, the shares shall pass on to his or her heirs, administrators or executors and any person becoming entitled to such shares in consequence of death of any member may upon producing such evidence of title as the Board of Directors may require, register himself as holder of the shares and subject to the provisions of transfer herein contained, transfer the same to some other person.

BORROWING POWERS

16. Subject to the provisions of the Act, the Board of Directors may from time to time, by a resolution passed at a meeting of the Board accept deposits or borrow moneys from members, directors, either in advance of calls or otherwise and may generally raise and secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit or by creating mortgage or charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

GENERAL MEETING

- **17**. All general meetings other than annual general meeting shall be called extraordinary general meeting.
- **18**. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
 - (ii) 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.

PROCEEDINGS AT GENERAL MEETING

- **19**. (i) No business shall be transacted at any general meeting unless a quorum of members is present throughout the meeting.
 - (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
- **20**. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

- **21**. 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.
- **22.** 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.

ADJOURNMENT OF MEETING

- **23**. (i) 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.
 - (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
 - (iii) 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.
 - (iv) 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.

VOTES OF ADMITTED MEMBERS

- **24.** Voting rights of the admitted members shall be:
 - a) On a show of hands, every admitted member present in person shall have one vote.
- **25**. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- **26**. In case of joint-holders, the vote of the senior who renders a vote, whether in person or by proxy shall be accepted to the exclusion of the vote 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.
- 27. 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.

PROXIES

28. Proxy to vote on Poll

i) Any member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his/her proxy to attend and vote in his/her stead. Proxy so appointed should be a member of the Company and a proxy so appointed shall not have a right to speak at the Meeting.

DIRECTORS

29. Number of Directors

Minimum and Maximum number of Directors should be as provided in relevant provision of Companies Act 2013, its rules and any amendment thereof.

30. First Directors

The persons hereinafter named shall be the first directors of the Company:

- 1. Mr. Dharak Navin Dedhia.
- 2. Mr. Kunal Jayantilal Gala.
- 3. Mr. Manish Maheshwari
- 4. Mr. Ali-Shah Ajmal Ladha
- 5. Mr. Vipul Kumar Tulsian
- 6. Mr. Rajit Rashmin Shah
- 7. Mr. G. Sathiyan
- 8. Mr. Velan Durai
- 9. Mr. Sagar Gadodiya
- 10. Mr. Mohit Narendra Madan

31. Additional Director or filling casual vacancy

The Board of Directors shall have the power at any time and from time to time to appoint any person as Director either to fill a casual vacancy or as an Additional Director.

32. Alternate Director

The Board may appoint an Alternate Director to act to act for the Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India. The alternate director appointed under this article shall vacate office as and when the original Director returns to such state.

33. Qualification Share

Unless otherwise determined by the Company in a General Meeting, a Director shall not be required to hold any share in the capital of the Company as his qualification.

34. Directors not to retire by rotation

Directors shall not be required to retire by rotation.

35. Meeting of Directors

Directors should meet in a year with a proper time gap and as provided in Companies Act 2013, its rules and any amendment thereof.

36. Chairman

The Chairman of the Board of Directors will have to be elected from amongst the Directors.

37. Quorum

The quorum for a meeting of the Board of Directors/shareholders shall be minimum two Directors/Members personally present.

38. Casting Vote

The Chairman of the Board of Directors or of any meeting shall have a casting vote in case of a tie in any meeting.

39. Resolution by circulation

Save as otherwise expressly provided by the Act, a resolution shall be as valid and effectual as if, it had been passed at a meeting of the Board of Directors or committee of Board of Directors, as the case may be, duly called and constituted if a draft thereof in writing is circulated together with necessary papers, if any, to all the directors or to all the members of the committee of the Board of Directors as the case may be, then in India (not being less in number than the quorum fixed for a meeting of the Board of Directors or the committee, as the case may be) and to all other Directors or members of the committee at their usual address in India and has been approved by such of them as are then in India or by a majority of such of them as are entitled to vote on the resolution.

40. Minutes of Board Meeting

All minutes shall be signed by the Chairman of the Meeting at which the same are recorded or by the person who shall preside as Chairman at the next meeting and all minutes purporting to be so signed shall for all purpose whatsoever be prima facie evidence of the actual passing of the resolution recorded and of the regularity of the Meeting at which the same shall appear to have taken place, notwithstanding that it may afterwards be discovered that there was some defect in the appointment of any one or more of such Directors or that or any of them were disgualified.

41. Director's Remuneration

- i) No remuneration shall be paid to any member or director
- ii) No travelling, hotel and other expenses properly incurred by any member shall be reimbursed.

42. Powers of Board

Subject to the provisions of the Act, the Board of Directors of the Company shall be entitled to exercise such powers and do such acts and things as the Company is authorized to exercise and do, provided that the Board of Directors shall not exercise any power or do any act or thing which is directed or required, whether by the Act, or any other law for the time being in force or by the Memorandum or Articles of Association of the Company or otherwise to be exercised or done by the Company in General Meeting.

Provided further that in exercising any such power or doing any such act or thing, the Board of Directors shall subject to the provisions contained in that behalf in the Act, or any other law for the time being in force or in the Memorandum and Articles of

Association of the Company or in any regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in General Meeting provided however, that no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

POWERS & DUTIES OF DIRECTORS

- **43**. Without prejudice to the general powers conferred by the foregoing clauses, the Board of Directors shall exercise the following powers amongst others:
 - a) The Board of Directors may pay all charges, expenses incurred in respect of formation, promotion, establishment and incorporation of the Company under the Act, as well as its registration under any other rules or bye-laws having the force in law.
 - b) The Board of Directors may from time to time, by power of attorney under the Company's Seal, appoint any person/s to be attorney of the Company for any purpose.
 - c) All cheques, Bills of Exchange, Promissory Notes and other Negotiable Instruments or other instruments of similar nature relating to the operations and transactions of the Company, shall be signed by any two of the Directors, as may be decided by the Board of Directors but the authority so conferred may be revoked at any time by the Board of Directors.
 - d) The Board of Directors may invest and deal with any moneys of the Company not immediately required upon such securities and in such manner as they think fit.
 - e) The Board of Directors or the Managing Director/Whole Time Director/Executive Director/Director-in-charge if so authorized by the Board of Directors may refer any matter relating to the transactions of the Company to arbitration and the decision of the Arbitrator(s), if accepted by the Board of Directors would be binding on the Company.
 - f) The Board of Directors may from time to time raise or borrow any sums of money for and on behalf of the Company from the members or other persons, companies or banks or they may themselves advance money to the Company on such terms and conditions, as may be approved by the Board of Directors.
 - g) The Board of Directors may from time to time secure the payment of such money in such manner and upon such terms and conditions as it may think fit.

h) The Board may, subject to the provisions of section 179 of the Act, delegate any of the powers to a Managing Committee consisting of such Admitted Member(s) as they think fit. Proceedings of such committees shall be placed before the Board at the next Board meeting.

44. Managing Committee:

The admitted members of company shall among themselves elect the Managing Committee to work as advisors to the board of directors of company. Each Managing Committee individual shall be duly authorized by the admitted member whomsoever it may represent.

- i) There should be minimum two and maximum twelve members in managing committee.
- ii) The member of managing committee may or may not be Director of company. Member of managing committee, if heis not director then he may be appointed as director of the company after following proper procedure as prescribed by the act.
- ii) There should be minimum two representatives from each zone i.e. from North Zone, East Zone, South Zone & West Zone and in case of non representation from any one of the zone then position should be fill up from other zone as mention above.
- iii) The minimum age of any member must be atleast 28 years and maximum age for member in committee should be 62 years only.
- iii) The tenure of all committee will be maximum two years after which new committee will be formed unless it is dissolved.
- iv) Except first committee members, all other members to be appointed in committee should have minimum two year membership prior to his / her appointment.

V Except President of the first committee of member, any individual should be a member of committee for minimum of one year prior to his / her appointment as President of committee. The committee members may elect the President by show of hands. In case of a tie, the election may be held by the admitted members

- vi) Any individual can hold a single post in committee for maximum two terms in his lifetime.
- vii) The committee should meet at list once in each quarter and maximum gap between two meetings should not be more than one hundred and twenty days. In

addition to this the provisions of conducting meeting through video conferencing or any electronic media as provided in Companies Act 2013, its rules and any amendment thereof are also applicable for meeting of Managing Committee.

- viii) The quorum for the meeting of committee is $2/3^{rd}$ of total members of committee.
- ix) The election of managing committee is conducted by board of directors as they deem fit after taking into consideration above mention clauses.
- x) Any Admitted Member, other than invited member, intending to be member of managing committee should make one time non-refundable contribution of Rs.50,000/- plus taxes per member to the company.
- xi) Any admitted member can nominate only one individual to represent itself in the managing committee
- xii) Any committee member shall resign if he fails to attend 3 consecutive committee meeting or his attendance is less than 50% of the total committee meeting held in a year between 2 AGM
- i. Board of Directors can dissolve managing committee on expiry of its term or anytime during the year.

ACCOUNTS & AUDIT

- **45**. The Board of Directors shall cause to maintain proper books of accounts with respect to:
 - a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
 - b) All sales and purchases of goods by the Company.
 - c) The assets and liabilities of the Company.

46. Place where Books of Accounts to be kept

The books of accounts shall be kept at the Registered Office of the Company or at such place in India as the Board of Directors shall think fit subject to applicable provisions of Companies Act 2013 and rules made there under.

47. Inspection

The books of accounts shall be open to inspection by any Director during the business hours and entries thereof shall be checked and verified at least once in every year by one or more or all Directors.

48. Statutory Auditors

The first auditors of the Company shall be appointed and the remuneration shall be fixed by the Board of Directors and thereafter the Auditors shall be appointed at each Annual General Meeting.

MINUTES

49. Minutes of Meeting

- a) The minutes of all proceeding of every General Meeting or the Board of Directors or committee of the Board of Directors shall be kept by making entries in the minute books/file within thirty days of conclusion of the meeting.
- b) The pages of the minute book shall be consecutively numbered.
- c) Each page of the minute books shall be initialed or signed and the last page of the record of proceedings shall be dated and signed.
 - (i) In case of a meeting of the Board of Directors or committee of Board of Directors, by the Chairman of the said meeting or the next succeeding meeting, and
 - (ii) In case of General Meeting, by the Chairman of the same meeting within aforesaid 30 days or in the event of death of or inability of the Chairman, by a Director duly authorized by the Board of Directors.
- d) The minutes shall not be pasted or otherwise attached to the minute books.
- e) All appointments of officers made at any of the meeting(s) shall be included in the minutes of the meetings.
- f) In case of a meeting of the Board of Directors or a committee of Board of Directors, the minutes shall also contain:
 - (i) The names of the Directors present at the meeting, and

- (ii) In case of each resolution passed at the meeting, the names of Directors, if any dissenting from or not concurring in the resolution.
- g) The minutes of each meeting shall contain a fair and correct summary of the proceeding thereat, provided that no matter need be included in any such minutes which the Chairman of the meeting is having the option and:
 - (i) Is, or could reasonably be regarded as defamatory of any person or
 - (ii) Is irrelevant or immaterial to the proceedings or
 - (iii) Is detrimental to the interests of the Company.

THE SEAL

50. The Board of Directors shall provide a Seal for the Company and for safe custody thereof. The Seal of the Company shall not be affixed to any instrument except by authority of a resolution of the Board of Directors and except in the presence of a Director and the said Director, shall sign every instrument to which the Seal of the Company is so affixed in his presence.

INDEMNITY

51. 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.

WINDING UP

52. The provisions of the clause 10 of Memorandum of Association as per Section 269 of the Companies Act 2013 are applicable to company.

SECRECY

53. Directors, officers etc. to maintain secrecy

Every Director, Manager, Trustee for the Company, Member, Member of Committee, officer, servant, agent, accountant or other person employed in or about the affairs of the Company shall, if so required by the Board of Directors before entering upon his duties, sign a declaration pledging all transactions of the Company with his customers and state of accounts with individuals and in matters relating thereto, and shall subject to such declaration, pledge himself not to reveal any of the matters which may come to

his knowledge in the discharge of his duties except when required so to do by the Board of Directors or by a Court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation
1	Mr Dharak Navin Dechia Sto Navin Prenji Dechia Add: 801, 81 iss, Plot Natso, Rol #6, Passi Calony, Dadas (E), Mumbai-400014 occupation: Business	Dlarath	I witness to the subscriber No 1 who has subscribed and signification on a I satisfied myself of his identification particular of filled in Vogesy Dinangty Dasholker Yogesy Dinangty Dasholker Sto Dinangty Dasholker Sto Dinangty Dasholker Domeive (6), Thane - 421201 PRACTISING COMPANY SECRETARY

Date : munbai 9/6/16

Place :

No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation
2	HI. Kunal Sajantilal. Gala Sto Sajantilal Cala Address. 190116 kamalkunj wadala station Raad, wadala. Number 31. Occupation: Business.	351-	I withiess to the subscriber Nozwho has subscribed and signidumly presente on 18 times to the subscribed at Minmon, further I have veryod his identification and I satisfied myself of his identification portinulars of full in the subscriber of the satisfied in the satisfied myself of his identification portinulars of full in the satisfied myself of his identification portinulars of full in the satisfied myself of his identification portinulars of full in the satisfied myself of his identification portinulars of satisfied myself of his identification portinulars of satisfied myself of his identification portinulars of satisfied myself myself myself in the satisfied myself myself myself myself myself in the satisfied myself

Date : 09/06/2016 Place : mumbai

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation	
3	Michael Control Michael Control Adout - The Towar 2 - Victor, Regency Height. Kelahet Road, Near Bachmad Place 1, Azad Nagari. There (w) hoolo? Ecopation - Burnall	Non-15	I without to the subsulver has who has subscriber and signed in my preunce on 18 18 with the subscriber and signed in preunce on 18 18 with the subscriber particulars abjuired in Vackflet Dinanath Dabbolkar Sto Dinanath Dabbolkar Sto Dinanath Dabbolkar Dominion (E), THANE - 421201	PRACTISING COMPANY SECRETARY.

Date : 1 Tex , 2016 Place : MARAL

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation
	Hu Ali Shah Ajmol Ladha Sto Ajmal Ladha Address: Gotto Green Park Off now link soad, Oshuwara, opp Might ligarden, Andlesi-west Mumbai-400053 Ociapañon Baraneis	A SIL	I witness to the subscriber, Not who has subscribed and signed on my present on of the subscriber at Mumbar, flustres I have varied his tounity ration and I satisfied myself of his identification posticulars as fulled in Vosesh philader of the somewhat so bind with photochar so bind myself of his so bind with photochark some state, serind bucscrool, NEAR SOPPLEMENT SECRETARY

Date : 916/16
Place : punbox

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation
5	VIPUL KUMPR TURIAN S/D. SANSAY KUMBR TURIAN ADDRESS: 2032, PRESTUR KENDINGTON OPRDEN, HINT MAIN PODD, TALAHALLI, BANKALORE-SECO13 DILLIPATION BURINESS	Jage J	I winus to the subscribes not who has subscribed and signed in presence on 8 "June 1" least Membai, further I have very in the identified in satisfied myself of his identification and I satisfied myself of his identification of filled in Use Whallow Yogest pinanath Dabholkar SPO DINANATH DABHOLKAR 104, AMBER CASTIE, BEHINDDNESCHOOL, NEAR SOMILBAR DOMENIUM (E), THANE - 421201

Date : 09-06-2016

Place : NUMBA1

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation
6	MV. Rajit Pashmin Shah to Rashmin IL Shah Address: 1305/6, KAVERI, NEELKANTH VALLEY, ATH ROAD, RAJAMADI. CHATKOPAR (E), NUMBAS ADDORA CICUPONON: BUSINESS		I witness to the subscriber No Ewho has subscribed and signed in my parcente on showever Mumbai, further I have very and his identification and I satisfied myself of his identification particulars as filled in. Vagesh Dinannih Darbockar Sto Dinannih Darbockar

Date : 09/06/2016 Place : malmbox

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation
+	G SATHLYAN S/O - S GNANASKANDAN NO 8 , DURALSWAMY READ NATESAN NAGAR VIRVGAMBAKKAM	- Fouther	the subscribes no Twhohas subscribed and signedying in and I satisfied myself of his i dealification as filled in UDELLO Was YOGESH DINANATH PABHOUSAR SID DINANATH PABHOUSAR SID DINANATH PABHOUSAR TOH, AMBER CASTE, BEHIND DIVISCHOOL, NEARSOMIEND DOMBINII (E), THANE - 421201 PRACTISING COMPANY SECRETARY
	Occupation - Burnuss		Freeze on 9 " Lone subscribe, no Twhoho presente on 9 " Lone 1 Satisfied my pasturidaes as filled in UDellaho Yogesh Dinanath 104, Amber CASTE, bombivil (E), THAN PRACTISING COME

Date : 09.06.2016 Place : MUMBAI

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation
8	Mr. Velan Durai Slov. N. Chelladurai Address: No-2, Advingta Complex, Off-wasan ford, S.T. Road, Chembus, Mumbai- 400071 occupation: Business	Vindan.	Tod, American Dament DABHOLKAR Stoned in my presence on ghimm accost mumber, fusting I have verying his identification and I satisfied myself of his identification particulars as fulled in YOGESH DINANATH DABHOLKAR FOR AMBER CASTE, BEHIND BNISCHOOL, NEAR SOPALEND DOMBING LED, THANE - 421201

Date: 09/05/2016
Place: Mumbai

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation
9.	MR. Sagar S. Gododygg. Sto. Section. M. C. Charlostygg. Actol. 205/206, Brue Mountain, Building, 4001 Halls. Hulund Mulbai Hoooso occup ation: Business.	Jonard	I witness to the subscriber No 9 who has subscribed and signed in my presence on 9 hims. Fat Mumbai, further I have verylad his identification and I satisfied myself of his identification positivulars as filled in Vogesh of his solding particulars as filled in Yough Storm NATH DABHOUSAR SIODINANATH DABHOUSAR SIODINARSOMIBME, PRATISING, COMPANY SECRETARY

Date : 09/06/2016 Place : Mumbal

Sr. No.	Names, Addresses, Description and occupation of Each Subscriber	Signature Of Subscriber	Signature of witness With Description and Occupation
10	MR. MOHET NARENDRA MADAN SIO: NARENDRA NANDLAC NADAN ADTRESS: 1305 WOODSTOCK APTS, J.P. ROAD, VERSONA, ANDHERT W) NUMBAI-HOOGH 400061 OCCUPATION: DUSINESS	MMadar	I weness to the subscribes No 10 who has subscribed and signed on presence on ghistochical Mumbor, further I have verified his identification and I sadisfied myself of his identification postuulais as filled in who who licar postuulais as filled in who has how he has identifiated in postuulais as filled in promonent pasticker promonent postuulais postuulais castie, Behind Diverse near secretaris pomenii (E), THANE - 421201

Date : 09/06/2016 Place : mumber