

**ARTICLES
OF
ASSOCIATION
OF
WOMENSERVE INDIA
FOUNDATION**

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THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES AND NOT FOR PROFIT
INCORPORATED UNDER SECTION 8 OF COMPANIES ACT, 2013
ARTICLES OF ASSOCIATION
OF
WOMENSERVE INDIA FOUNDATION

1. PRELIMINARY

1.1 The Regulations contained in Table 'F' in the Schedule I to the Companies Act, 2013 shall apply to the Company except in so far as otherwise expressly incorporated hereinafter.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions.

Unless the context otherwise requires, the following words or expressions contained in these Articles shall bear the same meaning as in the Companies Act, 2013 or any statutory modification thereof in force at the date on which these Articles become binding on the Company:

- (a) **"Act"** means the Companies Act, 2013 including any alteration or modification thereof being in force;
- (b) **"Article(s)"** means these articles of association;
- (c) **"Board"** means the Board of Directors of the Company;
- (d) **"Company"** means the Womenserve India Foundation;
- (e) **"Member(s)"** means a person whose name is entered in the Register of Members of the Company from time to time;
- (f) **"Director(s)"** mean any person appointed as Director(s) by the Company.
- (g) **"Extraordinary General Meeting"** means an extraordinary general meeting of the Members duly called and constituted and any adjourned holding thereof;
- (h) **"Meeting"** or **"General Meeting"** means a general meeting of the Members held in accordance with the provisions of the Act;
- (i) **"Office"** or **"Registered Office"** means the registered office, for the time being, of the Company; and
- (j) **"Seal"** means the common seal of the Company.

2.2 Interpretation.

- A. Any reference in these Articles to -

- (a) any gender, whether masculine, feminine or neuter, shall be deemed to be referring to the other gender or genders, as the case may be;
- (b) singular number be construed as referring to the plural number and vice versa;
- (c) "person" means any individual, firm or partnership or association, joint stock company, joint venture corporation, trust, unincorporated organization or government or agency or sub-division thereof;
- (d) any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official, or legal concept or thing shall in respect of any jurisdiction be deemed to include what most nearly approximates in that jurisdiction to the legal term; and
- (e) a person shall include, in case of a body corporate, references to its successors and permitted assigns and, in case of a natural person, to his heirs, executors, administrator and legal representatives.

2.3 References.

- (a) The headings in these Articles do not affect their interpretation.
- (b) Where there is any inconsistency between the definitions set out in this Article 2 and the definitions set out in any other Article, then for the purposes of construing such Article, the definitions set out in such Article shall prevail.

3. PRIVATE COMPANY

3.1 The Company is a "private company" within the meaning of Section 2 (68) of the Act and accordingly:

- (a) restricts the right to transfer its shares; and
- (b) limits the number of its Members to 200 (two hundred).

Provided that where 2 (two) or more persons hold 1 (one) or more shares in the Company jointly, they shall, for the purposes of this clause, be treated as a single Member:

Provided further that:

- (i) Persons who are in the employment of the Company; and
 - (ii) 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
- (c) prohibits any invitation to the public to subscribe for any securities of the Company.

4. SHARE CAPITAL

4.1 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 at such time as they may from time to time think fit, with the prior written permission of the Members.

- 4.2 (a) Every person whose name is entered as a Member in the register of Members shall be entitled to receive within a period of 2 (two) months after incorporation of the Company, in case of subscribers to the memorandum or after allotment or within a period of 1 (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:
- (i) 1 (one) certificate for all his/its shares without payment of any charges; or
 - (ii) several certificates, each for 1 (one) or more of his/its shares, upon payment of INR 20/- (Indian Rupees Twenty only) for each certificate after the first.
- (b) Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.
- (c) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than 1 (one) certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- 4.3 (a) If any share certificates 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 deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article 4.3 shall be issued on payment of INR 20/- (Indian Rupees Twenty only) for each certificate.
- (b) The provisions of Articles 4.2 and 4.3 shall apply *mutatis mutandis* to debentures of the Company.
- 4.4 Except as required by applicable laws, no person shall be recognized 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 recognize (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. LIEN

5.1 The Company shall have a first and paramount lien:

- (a) 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
- (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him/it or his/its 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.

5.2 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:

- (a) unless a sum in respect of which the lien exists is presently payable; or

- (b) until the expiration of 14 (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.
- 5.3 (a) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.
- (b) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (c) The purchaser shall not be bound to see to the application of the purchase money, nor shall his/its title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 5.4 (a) 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.
- (b) 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.

6. CALLS ON SHARES

- 6.1 (a) The Board may, from time to time, make calls upon the Members in respect of any monies unpaid on their shares 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 1 (one) month notice from the date fixed for the payment of the last preceding call.
- (b) Each Member shall, subject to receiving at least 14 (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/its shares.
- (c) A call may be revoked or postponed at the discretion of the Board.
- 6.2 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 installments.
- 6.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 6.4 (a) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at 10% (ten percent) per annum or at such lower rate, if any, as the Board may determine.
- (b) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 6.5 (a) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

- (b) In case of non-payment of such sum, all the relevant provisions of these Articles 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.

6.6 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/it; 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, 12% (twelve percent) per annum, as may be agreed upon between the Board and the Member paying the sum in advance.

7. TRANSFER OF SHARES

- 7.1 (a) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.

- (b) 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.

- 7.2 The Board may, subject to the right of appeal conferred by Section 58 of the Act decline to register:

- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the Company has a lien.

- 7.3 The Board may decline to recognize any instrument of transfer unless:

- (a) the instrument of transfer is in the form as prescribed in rules made under Section 56(1) of the Act;
- (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.

- 7.4 On giving not less than 7 (seven) days' previous notice in accordance with Section 91 of the Act and rules made there under, 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 30 (thirty) days at any one time or for more than 45 (forty-five) days in the aggregate in any year.

8. TRANSMISSION OF SHARES

- 8.1 (a) 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 recognized by the Company as having any title to his interest in the shares.

- (b) Nothing in Article 8.1(a) 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.
- 8.2 (a) 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:
- (i) to be registered himself/itself as holder of the share; or
 - (ii) to make such transfer of the share as the deceased or insolvent Member could have made.
- (b) 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.
- 8.3 (a) 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.
- (b) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (c) All the limitations, restrictions and provisions of these Articles 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.
- 8.4 A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same 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 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 90 (ninety) days, the Board may thereafter withhold payment of all monies and other things payable in respect of the share, until the requirements of the notice have been complied with.

9. FORFEITURE OF SHARES

- 9.1 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 instalment as is unpaid, together with any interest which may have accrued.

9.2 The notice aforesaid shall:

- (a) name a further day (not being earlier than the expiry of 14 (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
- (b) 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.

- 9.3 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.
- 9.4 (a) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (b) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
- 9.5 (a) 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.
- (b) 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.
- 9.6 (a) A duly verified declaration in writing that the declaring 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;
- (b) 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;
- (c) The transferee shall thereupon be registered as the holder of the share; and
- (d) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his/its 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.
- 9.7 The provisions of these Articles as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, as if the same had been payable by virtue of a call duly made and notified.
10. ALTERATION OF CAPITAL
- 10.1 The Company may, from time to time, by ordinary resolution and prior approval of Central Government of India, increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
- 10.2 Subject to the provisions of Section 61 of the Act, the Company may, by ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; or
- (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

10.3 Where shares are converted into stock:

- (a) 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.

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards 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 shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (c) 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.
- 10.4 The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law:
- (a) its share capital; and
- (b) any capital redemption reserve account.

11. GENERAL MEETINGS

- 11.1 All General Meetings other than annual General Meeting shall be called Extraordinary General Meeting.
- 11.2 (a) The Board may, whenever it thinks fit, call an Extraordinary General Meeting.
- (b) 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 2 (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.

12. PROCEEDINGS AT GENERAL MEETINGS

- 12.1 (a) 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.
- (b) Save as otherwise provided herein, the quorum for the General Meetings shall be as provided in Section 103 of the Act.
- 12.2 The chairperson, if any, of the Board shall preside as chairperson at every General Meeting of the Company.
- 12.3 If there is no such chairperson, or if he is not present within 15 (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.

- 12.4 If at any Meeting no Director is willing to act as chairperson or if no Director is present within 15 (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.

13. ADJOURNMENT OF MEETING

- 13.1 (a) 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.
- (b) No business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- (c) When a Meeting is adjourned for 30 (thirty) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting.
- (d) 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.

14. VOTING RIGHTS

- 14.1 (a) on a show of hands, every Member present in person shall have 1 (one) vote; and
- (b) on a poll, the voting rights of Members shall be in proportion to their share in the paid-up equity share capital of the Company.
- 14.2 A Member may exercise his vote at a Meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.
- 14.3 (a) 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.
- (b) For this purpose, seniority shall be determined by the order in which the names stand in the register of Members.
- 14.4 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.
- 14.5 Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- 14.6 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.
- 14.7 (a) No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes.
- (b) Any such objection made in due time shall be referred to the chairperson of the Meeting, whose decision shall be final and conclusive.

15. PROXY

- 15.1 The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the Registered Office of the Company not less than 48 (forty eight) 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 (twenty four) hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
- 15.2 An instrument appointing a proxy shall be in the form as prescribed in the rules made under Section 105 of the Act.
- 15.3 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.

16. BOARD OF DIRECTORS

- 16.1 The following shall be the first Directors of the Company:

- (a) Mr. Pankaj Jain; and
- (b) Ms. Deeksha Gehlot.

- 16.2 (a) The first Directors of the Company shall retire at the first annual General Meeting of the Company and shall be eligible for re-appointment in terms of Article 16.2 (c) below.
- (b) A Director shall be appointed in the General Meeting or the Extraordinary General Meeting of the Company by the majority of the Members for a term, which is for a minimum period of 1 (one) year and a maximum period of 5 (five) years. The period of the term for which the Director is appointed shall be specified in the resolution passed by the Members at such meeting. Subject to the provisions of Article 16.2 (c) below, the Director shall retire from the Board at the expiry of the term.
- (c) The Members in the General Meeting or the Extraordinary General Meeting, by a simple majority and at their discretion, may reappoint the Director at the expiry of the term. A Director shall not be reappointed for more than 3 (three) consecutive terms to the Board.
- (d) The Members shall have the power to remove the Director before the expiry of the period of his/her office in the following manner, as per the applicable law:
- (i) by passing a resolution at the General Meeting; or
 - (ii) by passing a resolution at the Extraordinary General Meeting.
- (e) The remuneration of the Directors (not being a Member), in good faith for services rendered by them to the company, may, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day and shall be granted to Directors (not being a Member) upon approval by the Board.

- (f) 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:
- (i) in attending and returning from meetings of the Board of Directors or any committee thereof or General Meetings of the Company; or
 - (ii) in connection with the operations of the Company.
- 16.3 The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that Section 88) make and vary such regulations as it may think fit respecting the keeping of any such register.
- 16.4 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.
- 16.5 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.
- 16.6 (a) Subject to the provisions of Section 149 of the Act, 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 these Articles.
- (b) 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.
17. PROCEEDINGS OF THE BOARD
- 17.1 (a) The Board of Directors may meet for the conduct of operations, adjourn and otherwise regulate its meetings, as it thinks fit. The Board shall have the right to issue a charter providing details for the conduct of operations, adjournment and regulation of its meetings as per the applicable law and in a form and manner acceptable to the Members.
- (b) A Director may, and the manager or secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.
- 17.2 (a) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (b) In case of an equality of votes, the chairperson of the Board, if any, shall have a second or casting vote.
- 17.3 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.
- 17.4 (a) The Board may elect a chairperson of its meetings and determine the period for which he is to hold office.

- (b) If no such chairperson is elected, or if at any meeting the chairperson is not present within 5 (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.
- 17.5 (a) 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.
- (b) 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.
- 17.6 (a) A committee may elect a chairperson of its meetings.
- (b) If no such chairperson is elected, or if at any meeting the chairperson is not present within 5 (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.
- 17.7 (a) A committee may meet and adjourn as it thinks fit.
- (b) 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.
- 17.8 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.
- 17.9 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 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.
18. CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER
- 18.1 Subject to the provisions of the Act.
- (a) 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 deem 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.
- (b) A Director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- 18.2 A provision of the Act or these Articles 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.
19. ACCOUNTS
- 19.1 (a) 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.

- (b) 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.

20. AUDIT

- 20.1 The first auditors of the Company shall be appointed by the Board of Directors within 1 (one) month of the incorporation of the Company who shall hold the office till the conclusion of first annual General Meeting. Subsequent Auditors shall be appointed as per the applicable provisions of Companies Act, 2013.

21. INDEMNITY

- 21.1 Every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

22. THE SEAL

- 22.1 The Board shall provide for the safe custody of the seal.

- 22.2 The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

23. CONFLICTS OF INTEREST

- 23.1 Directors must declare the nature and extent of any interest, direct or indirect, which he/ she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared; and absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any financial interest). Any Director absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Company on the matter.





- 23.2 The Board of Directors may, in its discretion, approve by majority a conflict of interest policy to protect the Company interest when it is contemplating to entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Company or might result in a possible excess benefit transaction.

24. AMENDMENTS

- 24.1 The Articles may be altered, amended or repealed and the new Articles may be adopted from time to time as per the applicable law.

Rz *dy*

We, the several persons whose names, addresses, descriptions and occupations are hereunto subscribed are desirous of being formed into a company not for profit, in pursuance of this Article of Association.

Sl. No.	Name, Occupation and address of each Subscriber	Signature of Subscribers	Photo of Subscribers	Name, Description Occupation and Signature of witness
1.	Womenserve, 4515, Ross Road, Sebastopol, California. 94572, U.S.A (Company represented by Ankaj Jain d/o Lt. Shri Sai Kumar Jain, 710 A-207, Gaurinagar Nikhunj, Plot No. 1, Sec 5, Dwarka, N. Delhi - 110075 (Professional Advocate)			I witness the signature of all subscribers who have signed in my presence dated 06 May of 2017 at Delhi. Further I have identified their identity details and satisfied myself of their identification details as filled in. Subrajain, Company Secretary in Practice, C.P.No. 14747, M.No. 39760 FLAT NO. 204, PLOT NO. 9, SHRISHAKTI APARTMENT, OMVIHAR PHASE-1A, UTTAM NAGAR NEW DELHI, PIN - 110059.
2.	Deeksha Gehlot d/o Sh. Vinay Gehlot 4/0 R-264, Second floor, Greater Kailadht, New Delhi-110048 (nominee subscriber Womenserve, 4515 Ross Road, Sebastopol, California 94572, USA (Professional, Advocate)			

Place: Delhi

Dated: 06/05/2017