



सत्यमेव जयते

**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 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that TRANSINDIA PROJECTS AND TRANSPORT SOLUTIONS PRIVATE LIMITED is incorporated on this Fifth day of February Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U60300MH2019PTC320697.

The Permanent Account Number (PAN) of the company is **AAHCT1583D**

The Tax Deduction and Collection Account Number (TAN) of the company is **MUMT23276B**

Given under my hand at Manesar this Fifth day of February Two thousand nineteen .

DS MINISTRY OF  
CORPORATE AFFAIRS 27

Digital Signature Certificate

ALOK TANDON

Deputy Registrar Of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

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

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

TRANSINDIA PROJECTS AND TRANSPORT SOLUTIONS PRIVATE  
LIMITED

201, B Wing, AVASHYA HOUSE, CST ROAD, KALINA, SANTACRUZ  
EAST, MUMBAI, Mumbai City, Maharashtra, India, 400098

\* as issued by the Income Tax Department



**CERTIFIED TRUE COPY**  
For Alicargo Terminals Private Limited  
  
Director / Authorized Signatory



सत्यमेव जयते  
GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies  
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

**Certificate of Incorporation pursuant to change of name**  
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U60300MH2019PTC320697

I hereby certify that the name of the company has been changed from TRANSINDIA PROJECTS AND TRANSPORT SOLUTIONS PRIVATE LIMITED to ALLCARGO PROJECTS PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name TRANSINDIA PROJECTS AND TRANSPORT SOLUTIONS PRIVATE LIMITED.

Given under my hand at Mumbai this Thirteenth day of May two thousand nineteen.



V T SAJEEVAN

Registrar of Companies  
RoC - Mumbai

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

ALLCARGO PROJECTS PRIVATE LIMITED

201, B Wing, AVASHYA HOUSE, CST ROAD, KALINA, SANTACRUZ EAST, MUMBAI,  
Mumbai City, Maharashtra, India, 400098



**CERTIFIED TRUE COPY**  
For Allcargo Terminals Private Limited

Director / Authorized Signatory



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GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies  
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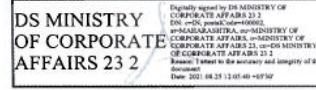
**Certificate of Incorporation pursuant to change of name**  
*[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]*

Corporate Identification Number (CIN): U60300MH2019PTC320697

I hereby certify that the name of the company has been changed from ALLCARGO PROJECTS PRIVATE LIMITED to ALLCARGO TERMINALS PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name TRANSINDIA PROJECTS AND TRANSPORT SOLUTIONS PRIVATE LIMITED.

Given under my hand at Mumbai this Twenty fifth day of August two thousand twenty-one.



ANIL YADAV

Registrar of Companies  
RoC - Mumbai

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

ALLCARGO TERMINALS PRIVATE LIMITED

201, B Wing, AVASHYA HOUSE, CST ROAD, KALINA, SANTACRUZ EAST, MUMBAI,  
Mumbai City, Maharashtra, India, 400098



**CERTIFIED TRUE COPY**  
For Allcargo Terminals Private Limited

Director / Authorized Signatory

MEMORANDUM OF ASSOCIATION OF

**ALLCARGO TERMINALS LIMITED\*#^**

A COMPANY LIMITED BY SHARES

1. The Name of the Company is **ALLCARGO TERMINALS LIMITED\*#^**
2. The Registered office of the company will be situated in the state of Maharashtra.
3. (a) The objects to be pursued by the company on its incorporation are;
  - 1) To carry on the business of storage, warehousing, transportation and handling of all kinds of cargo, and materials whether containerized or not, from any port station to any container freight station or to any inland container depot and freight carriers, transportation of goods, animals or passengers from place to place either by land or by air, sea or partly by sea and partly by land or air, whether by means of motor vehicles and/or aeroplanes or other means of transport, to establish and to construct and operate container freight stations, inland container depots, and allied activities and operate railway sidings and to own, lease, use container and deploy the containers in the business of international freight forwarding, by means of road, sea, transport and multimodal transport, and to carry on the business of clearing & shipping agent, hirers, fleet owners of trucks, trailers, cranes, bulldozers and all types of earth moving equipments and machines.
  - 2) To undertake and carry on the business of carriers, shipowners; ship brokers, ship agents, ship underwriters, ship managers, tug-owners, freight brokers, freight contractors, carriers of good and passengers by land air and water, transport haulage and general contractors, barge owners, and wharfingers.
  - 3) To carry on the business of warehousing and logistics including industrial warehousing, logistics parks and to setup, construct, develop, acquire, deal-in, in any warehousing or logistics infrastructure including industrial warehouses, industrial park(s), logistics park(s), multimodal logistics park(s), infrastructure park(s) and such other related or similar warehousing or logistic facilities and for that purpose, to enter into transactions to buy, develop, acquire, purchase, lease, cut to size, handover, or deal in any other form and types of lands, buildings, properties and to develop, construct, build, alter, acquire, source convert, improve, design, erect, establish, equip, dismantle, pull down, turn to account, furnish, level, decorate fabricate, install, finish, repair, maintain, search, survey, examine, inspect, locate, modify, own, operate, protect, promote, provide, participate, file bids, and participate in auctions, reconstruct, grout, dig, excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist and to act or provide services relating to warehouses, factories, buildings, structures, drainage and sewage works, water distribution, storage and filtration systems, docks, harbours, piers, irrigation works, foundation works and to carry on all or any of the forgoing activities for providing building materials, goods, plants, machineries, equipment, accessories, parts, tools, fittings, articles, materials and facilities and to sell, lease, forward sell, exchange and otherwise deal in warehouses, industrial parks, logistics parks and infrastructure parks and such other similar ancillary facilities for warehousing and storage.

*\*Name of the Company has been changed from **TRANSINDIA PROJECTS AND TRANSPORT SOLUTIONS PRIVATE LIMITED** to **ALLCARGO PROJECTS PRIVATE LIMITED** vide Special Resolution passed by the Members of the Company at their Extraordinary General Meeting held on April 02, 2019.*

*#Name of the Company has been further changed from **ALLCARGO PROJECTS PRIVATE LIMITED** to **ALLCARGO TERMINALS PRIVATE LIMITED** vide Special Resolution passed by the Members of the Company at their Extraordinary General Meeting held on July 13, 2021.*

*^Name of the Company has been further changed from **ALLCARGO TERMINALS PRIVATE LIMITED** to **ALLCARGO TERMINALS LIMITED** pursuant to conversion of Company into public limited Company vide Special Resolution passed by the Members of the Company at their Extraordinary General Meeting held on December 10, 2021*

**CERTIFIED TRUE COPY**  
**For Allcargo Terminals Private Limited**

*Ranjit*

- 4) To carry on the business of logistic solutions including supply chain management for clients in India and abroad and to provide integrated logistic services as importers, exporters, merchants, wholesalers, distributors, agents, commission agents assemblers, agents, brokers, traders and dealers or otherwise of all kinds of products, goods, articles, merchandise and commodities.
- 5) To undertake contracts for, to provide services in connection with, to render consultancy on and to act as clearing and forwarding agents, in relation to:
  - a) Transportation and handling of all kinds of cargo and materials including over-dimensional or odd shaped cargo in any part of the world by land, sea, air or any other modes of conveyance.
  - b) Acquisition, by purchase, lease, hire or otherwise; erection and/or operation of cranes or other plant and machinery necessary and suitable for handling and transportation of any type of materials and goods in any part of the world.
  - c) Setting up projects including undertaking of turnkey contracts for the purposes of handling and transportation of goods and materials, including making available by purchase or otherwise, cranes, vehicles, erection and transport equipment and such other plant and machinery required for handling and transportation of cargo.
  - d) To own, purchase, charter, hire or otherwise acquire, sell, exchange or deal with, operate, trade in or with or acquire any share or interest in steamship or other ships, boats, vessels, trucks or other vehicles piled on road, railways, aircraft or other means of transport and conveyance of any description propelled or worked or capable of being propelled or worked by or with the help of steam, electricity, Petrol, oil, gas or any other motive power, with all equipment and furniture, and to employ the same for carriage or conveyance of passengers, mails and freight and for any other purpose including the conveyance of troops, munitions of war, live stock, corn and other produce, machinery and goods, merchandise and food articles of whatsoever nature or kind between such ports and places in any part of the world as may seem expedient, and also to acquire or obtain any postal or other subsidy etc. and generally to establish, maintain and operate lines or regular services of steamships or other vessels and other transport vehicles on such trade routes and services as may be allotted to the Company.
  - e) To purchase, own, maintain, repair, replace, restore, sell or dispose of engines, boilers, machinery, component parts, accessories and fittings, required for ships or vessels, cranes and other erection equipments, trucks, and other vehicles, used for transportation, of any description or kind."
- (b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are;
  - 6) To do all such acts, things and deeds which are necessary for attainment of Main Objects either as principals, contractors or otherwise and either alone or in conjunction with others.
  - 7) To do all research and development activities on all aspects related to the main objects of the Company. To procure the recognition of the Company under the laws and regulations of any other country for attainment of main object of the Company.
  - 8) To receive / obtain subsidy from Central Government, State Government, Local Authorities and/or any other government authorities for attainment of main object clause of the Company. To apply for and acquire permits, licenses and quota rights from the Government of India or from State Government or from any foreign Governments in connection with the business of the Company.
  - 9) To act as consultants or advisors of any firm, body corporate, association or other undertaking for attainment of main object of the Company.
  - 10) To open branch in India and elsewhere and to get a company registered in any foreign country and adopt such means of making known to the public the business or the products of the Company as may seem expedient and in particulars by Advertising in the press, by circulars and publication of books and periodicals.
  - 11) To apply for tender, purchase or otherwise acquire any contract, sub-contract, licenses in relation to main objects of the Company herein above mentioned and to undertake, execute, carryout, dispose of or otherwise turn to account the same.
  - 12) To purchase, take on lease or on tenancy or in exchange, hire-purchase or hire-purchases basis, take options over a lease or tenancy or otherwise acquire any estate or immovable property or interest whatsoever and any rights and privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, machinery, plants and stock-in-trade, and either to erect, construct, develop, work, cultivate, retain or deal with any property to be acquired for the purposes of the Company's business, whether on land belonging to the Company or belonging to others or to turn the same to account as may seem expedient, all or any of its property rights and privileges or rights or privileges in which the Company has an interest.
  - 13) To sell, mortgage, exchange, grant leases, licences, easements and other rights in respect of improve, manage, develop and turn to account or deal with in any manner the whole of the property,

assets, investments, undertakings, rights and effects of the Company, or any part thereof for such consideration as may be thought fit, including shares, debentures or securities of any other company, whether, partly paid up or fully paid up.

- 14) To take part in the formation, supervision or control of the business or operations of any company having similar business or undertaking and for that purpose to act as agents, financial advisers or in any other capacity and to appoint and remunerate any Directors, administrators or accountants or other experts or agents.
- 15) To do the job-works for others or giving the job work to others or to accept or give work on contract basis from time to time and upon such terms and conditions as may be thought expedient for the attainment of main object of the Company.
- 16) To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the promotion, formation, establishment and registration of the Company or the issue of its capital including brokerage and commission for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
- 17) To enter into contracts, agreements and arrangements with any other company, firm, individual or body or individuals for the attainment of main objects of the Company.
- 18) To appoint, nominate Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
- 19) To employ experts to investigate and examine into the condition, prospects, character and circumstances of Company's business, concern and undertakings and of any assets, property or rights.
- 20) To pay all preliminary expenses of any company promoted by the Company or any company in which the Company is or may contemplate being interested including in such preliminary expenses, all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- 21) To amalgamate, enter into any partnership or acquire interest in the business of or to apply for and become member of any other company, association, person or firm engage in business or transaction included in the objects of the Company, or enter into any arrangement for sharing profits or for co-operation or for limiting competition or for mutual assistance with any such person, association, firm or company, or to acquire and to give or accept by way of consideration for any of the acts and things aforesaid, any shares, debentures, debenture-stock or securities that may be agreed upon and to hold and retain or sell or mortgage and deal with any shares, debentures, debenture-stock or securities so received.
- 22) To apply for, purchase or otherwise acquire and protect and renew in India or abroad any patents, rights, brevets, invention, trademarks, designs, licenses, concessions conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention, and to use, exercise, develop or grant license in respect of or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving any such patents, invention or rights.
- 23) To purchase and acquire secret process, methods and formula in connection with any of the objects of the Company and specifications and designs for the apparatus and equipment related thereto and to pay for the same by the allotment of fully paid shares of the Company or in any way under agreement or agreements for the purpose.
- 24) To negotiate, enter into agreements and contracts with foreign companies, firms and individuals for agency, distributorship, technical assistance, know-how and collaboration in the marketing, importing and exporting of equipments, machineries and spares and accessories any or all of the materials products and to pay to such company, firms or individuals, any fee, royalty, shares, bonus, remuneration and otherwise compensate them in any other manner for the services rendered by them.
- 25) To adopt such means of making known the business of the Company as may seem expedient, and in particular by advertising in the press, souvenirs, radio, cinema, television, by circulars, by purchase and exhibitions of works of art or interest, by publication of books, periodicals and by granting prizes, rewards, awards and donations.
- 26) To appropriate use or lay out land belonging to the Company for streets, parks, pleasure grounds, allotments and other conveniences, and to present any such land so laid out to the public or to any person or company conditionally or unconditionally as the Company thinks fit.
- 27) To open current, overdraft, loan, cash, credit or deposit account or accounts with any Bank, company, firm or persons.

- 28) To draw, make, accept, endorse, discount, negotiate, exercise and issue and to buy, sell and deal in bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
- 29) To borrow from Bank, State and Central Financial Corporation and/or Public Financial Institutions, long-term, medium-term, short-term, loan or secure the Bank facilities for working capital, deferred payment facilities, letters of credit inland and foreign bills discounting, packing credit, Bank guarantee, cash credit limit and offer in security land, factory and office building, plant and machinery and equipment, stock of raw materials, finished and semi-finished goods, work-in-process stores and space parts, book debts and personal guarantee of the Directors.
- 30) Subject to the provisions of the Companies Act, 2013 and the Regulations made thereunder and as per directives of the Reserve Bank of India, to borrow or raise or secure the payments of money or to receive money, other than public deposits, on deposit at interest for any of the purposes of the Company and at such time or times and in such manner as may be thought fit in particular by the issue of debentures or debenture-stock, perpetual or otherwise, including debentures or debenture-stock convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received or of any such debentures or debenture-stock so issued, to mortgage, pledge or charge the whole or any part of the property, assets, or revenue and profits of the Company, present or future including its uncalled capital, by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off any securities. Provided that, the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.
- 31) To lend out, deposit, invest and deal with the moneys of the Company not immediately required in such manner upon such terms as may for time to time be determined by the Directors in accordance with the applicable provisions of Companies Act, 2013.
- 32) To use, exercise, develop, sell, assign, grant licenses or otherwise turn to account the property, rights and information so acquired.
- 33) To invest the funds of the Company in any manner as the Directors think fit and without prejudice to the generality and in the purchase of lands or any interest therein or on ground rents or upon the security of land or any interest whether reversionary or otherwise.
- 34) To take, subscribe, hold shares, bonds, debentures, securities in any company, association or concern engaged or proposing to engage in any company or business.
- 35) To make donations to such persons or institutions and in such cases either in cash or stock-in-trade or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and also to subscribe, contribute or otherwise assist or guarantee money for charitable, scientific or benevolent objects or for any public, national or other objects.
- 36) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension, fund, superannuation funds or gratuity funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emolument and providing housing, educational, recreational and other amenities and facilities to any persons who are or were at any time in the employment or service of the Company 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 dependents of any such persons and also establish and subsidize and subscribe to any institutions, associations, clubs or funds calculated to advance the interests and well being of the Company (or of any such other company as aforesaid) and make payments 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.
- 37) To accept gifts, bequests, devices or donations of any movable or immovable property or any rights or interest therein from members or others and to make gifts and donations to members or others of moneys, assets and properties of any kind.
- 38) To dedicate, present or otherwise dispose of 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.
- 39) To pay for any property or rights acquired by the Company or service rendered or to be rendered to the Company, either in cash or in fully paid or partly paid shares of the Company, and that either with or without preferred or deferred rights in respect of dividends, or repayment of capital or otherwise, or by any stock, debentures, debenture-stock, bonds or other securities which the Company has the power to grant or issue or partly in one mode and partly in another, and generally on such terms as the Company may approve.
- 40) To remunerate the Directors and employees or servants or any agents of the Company and others out of the profits or in proportion to the returns of profit of the Company.

- 41) To incur debt and obligation for the conduct of business of the Company and to purchase or hire goods, material or materials or machinery on credit or otherwise for the business of the Company.
- 42) To remunerate any person, firm or company, subscribing or procuring or contracting to procure subscription for the capital or debenture of or rendering financial or other assistance of this Company or any company, corporation or undertaking in which this Company may be interested, in substitution of or in addition to any other form of remuneration, the right to subscribe for and receive an allotment of any of the shares or other securities for the time being unissued of this Company, upon such terms as the Company may think expedient or the right to underwrite at a specified commission any shares or debentures to be offered at any future time by the Company for subscription whether within a specified time or generally.
- 43) To guarantee the repayment of the principal of or the payment of the dividends or interest or any stock, shares, debentures, debenture-stock, bonds, mortgages, loans or other securities, issued by, or any other contract or obligations or debt of any other company, corporation, firm or person, including (without prejudice to the said generality) Bank overdrafts, bills of exchange and promissory notes.
- 44) To pay, satisfy or compromise any claims made against the Company in respect of any contracts entered into by the Company or otherwise claims which it may deem expedient to pay, satisfy or compromise notwithstanding that the same may not be valid in law.
- 45) To insure the whole or any part of the property of the Company either fully or partially, to protect and indemnify the Company from liability or loss in any respect, either fully or partially, and also to ensure and to protect and indemnify any part or portion thereof either on mutual principle or otherwise.
- 46) To undertake and execute any trust, the undertaking whereof may seem desirable either gratuitously or otherwise.
- 47) To enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the Company's objects or any of them and to obtain from any such Government, authority, person or company any rights, privileges, charters, licenses and concessions which the Company may think desirable and to obtain and the same into effect, exercise, and comply therewith.
- 48) To apply for, promote and obtain or joint in applying, promoting and obtaining from any Act of Parliament or legislature, charter, privilege, concession, license, authorisation of or from Government, State, municipality or any other authority whatever and to apply for and obtain any order and license or permission of any authority whatever for enabling the Company to carry its objects into effect or for extending any of the powers of the Company, or for affecting any modification of the Company's constitution and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- 49) To refer or agree to refer, any claim, demand, dispute or any other question, by or against the Company, or in which the Company is interested or concerned, and whether between the Company and the member or members or his or their representatives, or between the Company and third parties, to arbitration in India, or at any place outside India, and to observe, and perform and to all acts, deeds, matters and things to carry out or enforce the awards.
- 50) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging to the public or any section of the public as also any activity to promote national welfare or social, economic or moral uplift of the public or any sections of the public and in such manner and by such means undertake, carry out, promote and sponsor any activity for publication of any book, literature, newspaper, or for organizing lectures or seminars to advance these objects or for giving merit awards, for giving scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute studies or academic pursuits or researches and for establishing conducting or assisting any institution fund, trust having any one of the aforesaid objects, as one of its objects, by giving donations or otherwise in any other manner in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value and subject to provisions of Companies Act, divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Government or any public institutions or trusts or funds.
- 51) To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other special fund, whether for depreciation or for repairing, extending or maintaining any of the property of the Company.
- 52) To distribute as bonus shares amongst the members or to place in reserve or otherwise to apply as the Company may from time to time determine, any moneys received in payment of forfeited shares and moneys arising from the sale by the Company of forfeited shares or any moneys received by way of premium on shares or debentures issued at a premium by the Company.



- 53) To distribute among the members in specie or in kind any property of the Company or any proceeds of sale or dispose of any property of the Company in the event of winding up, subject to provisions of Companies Act.
  - 54) To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in the Union of the India and in any or all States, territories and any or all foreign countries, and for this purpose to have and maintain and to discontinue such number of offices and agencies of the Company therein as may be convenient.
  - 55) To register trade names, brand names, marks and also to permit their uses to such persons, firms, companies or corporations which adhere to such terms and conditions as laid down by the Company by making such rules and regulations as are necessary from time to time in that regard.
  - 56) To engage any person, firm or company for rendering professional, consultancy or advisory services to the Company and to remunerate any such person, firm or company as may be thought expedient.
  - 57) To exchange, sell, convey, mortgage, assign or let on lease or leases the whole or any part of the property (whether movable or immovable) of the Company and to accept as consideration for or in lieu thereof other land or cash or Government securities or securities guaranteed by the Government of India or Provincial or other Government or Municipal, Port Trust, Railways or other authority or shares, debentures, stocks, bonds or securities of any other company or companies or partly the one or partly the other of such other company and to take back or reacquire any property so disposed off by repurchasing or leasing the same for such price or prices and on such terms and conditions as the Company may think fit.
  - 58) To purchase the reversion or reversions or otherwise acquire the freehold rights in all or any part of the lands for the time being held under lease or for an estate less than a freehold estate by the Company.
  - 59) To adopt or give effect to any pre-incorporation or post-incorporation agreements, arrangements or any modifications or amendments thereto, arrived at between the Company's shareholders, promoters and/or any Government Authority (Central, State, Municipal, local or other), company (whether Indian or Foreign), firm or person for promotion of the Company, provision of technical know-how to the Company and or in respect of any matters concerning the affairs and business of the Company.
  - 60) To purchase, hire or use all kinds of vehicles including cars, heavy transport vehicles, and aircraft, for the purpose of transportation of equipment, materials, employees and managerial personnel or for any other purpose.
4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
  5. The share capital of the company is 10,00,000 rupees, divided into, 1,00,000 Equity Shares of 10.00 rupees each.
  6. We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

SUBSCRIBER DETAILS					
S.No.	Name, Address, Description and Occupation	DIN/PAN/ Passport Number	No. of shares taken	DSC	Dated
1	<p>NAME: ALLCARGO LOGISTICS LIMITED  ADDRESS: 6TH FLOOR AVASHYA HOUSE CST ROAD KALINA SANTACRUZ EAST MUMBAI 400098  OCCUPATION: BUSINESS AUTHORIZED REPRESENTATIVE: JATIN CHOKSHI, CHIEF INVESTMENT OFFICER FATHERS NAME: JAYANTILAL CHOKSHI  ADDRESS: 603, PARASRAMPURIA ENCLAVE, HAJI BAPU ROAD , OPP POST OFFICE, MALAD (EAST) MUMBAI- 400097  OCCUPATION:SERVICE VIDE RESOLUTION DATED JANUARY 25, 2019</p>	AAAPC4510F	1 Equity	Sd/-	01/02/19
2	<p>NAME: ADARSH SUDHAKAR HEGDE  FATHERS NAME: SUDHAKAR HEGDE  ADDRESS: 302, GREENSTAR RIZVI COMPLEX, SHERLEY RAJAN ROAD, BANDRA WEST, MUMBAI 400050  OCCUPATION:SERVICE NOMINEE OF ALLCARGO LOGISTICS LIMITED HAVING ITS REGISTERED OFFICE AT 6TH FLOOR AVASHYA HOUSE CST ROAD KALINA SANTACRUZ (EAST), MUMBAI-400098  OCCUPATION:BUSINESS VIDE RESOLUTION DATED JANUARY 25, 2019</p>	00035040	1 Equity	Sd/-	01/02/19
<b>Total Shares Taken</b>			<b>2 Equity</b>		

Signed before me				
Name	Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	DSC	Dated
FCS JATIN PRABHAKAR PATIL	<p>NIDHI APARTMENT NO.1, FLAT NO. 51, LIBERTY GARDEN ROAD NO. 3, MALAD WEST, MUMBAI 400 064  PRACTICING COMPANY SECRETARY</p>	7282	Sd/-	01/02/19

  
*Ranjit*

ARTICLES OF ASSOCIATION OF

ALLCARGO TERMINALS LIMITED\*#^

A COMPANY LIMITED BY SHARES

*\*Name of the Company has been changed from **TRANSINDIA PROJECTS AND TRANSPORT SOLUTIONS PRIVATE LIMITED** to **ALLCARGO PROJECTS PRIVATE LIMITED** vide Special Resolution passed by the Members of the Company at their Extraordinary General Meeting held on April 02, 2019.*

*#Name of the Company has been further changed from **ALLCARGO PROJECTS PRIVATE LIMITED** to **ALLCARGO TERMINALS PRIVATE LIMITED** vide Special Resolution passed by the Members of the Company at their Extraordinary General Meeting held on July 13, 2021.*

*^Name of the Company has been further changed from **ALLCARGO TERMINALS PRIVATE LIMITED** to **ALLCARGO TERMINALS LIMITED** pursuant to conversion of Company into public limited Company vide Special Resolution passed by the Members of the Company at their Extraordinary General Meeting held on December 10, 2021;*

Article	Interpretation
I	<p>(1) In these regulations-</p> <ul style="list-style-type: none"><li>(a) "the Act" means the Companies Act, 2013,</li><li>(b) "the seal" means the common seal of the company.</li><li>(c) "Annual General Meeting" means general meeting of the Members duly called and constituted or any adjourned holding thereof in accordance with the provisions of the Act.</li><li>(d) "Articles" means these Articles of Association, as originally framed or as amended from time to time in accordance with the provision of the Act and these Articles of Association.</li><li>(e) "The Board" means the board of directors of the Company, for the time being and from time to time and Director means in relation to the Company,</li><li>(f) "Capital" means the Share Capital for the time being raised or authorised to be raised, for the purposes of the Company.</li><li>(g) "Depositories Act" means the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 or any statutory modification or re-enactment thereof, for the time being in force.</li><li>(h) "Depository" means a depository as defined under provisions of the Depositories Act.</li></ul> <p>(2) 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.</p>
<b>Share capital and variation of rights</b>	
II - 1	<p>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.</p> <p>Increase of Capital-The Company may, by Ordinary Resolution in General Meeting, increase the authorized share capital by the creation of new shares of such amount and to be divided into shares of such respective amounts, as the resolutions shall prescribe. Subject to the provisions of the Act and these Articles, the new shares shall be issued upon such terms and conditions and with such rights and privileges attached thereto, and in particular, with such preferential or qualified right to dividends and in the distribution of assets of the Company, as the resolution shall provide and if no direction is given by such resolution as may be determined by the Board.</p> <p style="text-align: center;"><b>CERTIFIED TRUE COPY</b> For Allcargo Terminals Private Limited <i>Ranjit</i></p>

2	<p>(i) 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,-</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p> <p>(ii) Every certificate shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>(iii) 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</p>
3	<p>i) 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.</p> <p>(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.</p>
4	<p>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.</p>
5	<p>(i) 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.</p> <p>(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.</p> <p>(iii) 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.</p>
6	<p>(i) 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.</p> <p>(ii) 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.</p>
7	<p>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 <i>pari passu</i> therewith.</p>
8	<p>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 such manner as the company before the issue of the shares may, by special resolution, determine.</p>
<b>Lien</b>	
9	<p>(i) The company shall have a first and paramount lien-</p> <p>(a) on every share (not being a fully paid share), for all monies (whether</p>

	<p>presently payable or not) called, or payable at a fixed time, in respect of that share; and</p> <p>(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 or his estate to the company:</p> <p>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.</p> <p>(ii) 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.</p>
10	<p>The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:</p> <p>Provided that no sale shall be made-</p> <p>(a) unless a sum in respect of which the lien exists is presently payable; or</p> <p>(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.</p>
11	<p>(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.</p> <p>(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> <p>(iii) 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.</p>
12	<p>(i) 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.</p> <p>(ii) 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.</p>
<b>Calls on Shares</b>	
13	<p>(i) 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:</p> <p>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.</p> <p>(ii) 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.</p> <p>(iii) A call may be revoked or postponed at the discretion of the Board.</p>
14	<p>The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the sanction of the members in a general meeting and to the provisions of the Act, make such calls as they thinks fit upon the Members in respect of any money unpaid on the shares held by them. A call may be made payable by installment and may be revoked or postponed as the Board may determine. 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.</p>
15	<p>The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.</p>
16	<p>(i) 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.</p> <p>(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.</p>
17	<p>(i) 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</p>

	<p>deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.</p> <p>(ii) 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.</p>
18	<p>The Board-</p> <p>(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</p> <p>(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.</p>
<b>Transfer of Shares</b>	
19	<p>(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.</p> <p>(ii) 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.</p>
20	<p>The Board may, subject to the right of appeal conferred by section 58 decline to register-</p> <p>(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or</p> <p>(b) any transfer of shares on which the company has a lien.</p>
21	<p>The Board may decline to recognise any instrument of transfer unless-</p> <p>(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;</p> <p>(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</p> <p>(c) the instrument of transfer is in respect of only one class of shares.</p>
22	<p>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:</p> <p>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.</p>
<b>Transmission of Shares</b>	
23	<p>(i) 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</p> <p>(ii) 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.</p>
24	<p>i) 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-</p> <p>(a) to be registered himself as holder of the share; or</p> <p>(b) to make such transfer of the share as the deceased or insolvent member could have made.</p> <p>(ii) 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.</p>
25	<p>(i) 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.</p> <p>(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.</p> <p>(iii) 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</p>

	that member.
26	<p>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 membership in relation to meetings of the company:</p> <p>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.</p>
<b>Forfeiture of Shares</b>	
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	<p>The notice aforesaid shall-</p> <p>(a) 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</p> <p>(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.</p>
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	<p>(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.</p> <p>(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.</p>
31	<p>(i) 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.</p> <p>(ii) 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.</p>
32	<p>(i) 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;</p> <p>(ii) 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;</p> <p>(iii) The transferee shall thereupon be registered as the holder of the share; and</p> <p>(iv) 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.</p>
33	The provisions of these regulations 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, 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.
<b>Alteration of Capital</b>	
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	<p>Subject to the provisions of section 61, the company may, by ordinary resolution,-</p> <p>(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;</p> <p>(b) convert all or any of its fully paid-up shares into stock, and reconvert that</p>

	<p>stock into fully paid-up shares of any denomination;</p> <p>(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;</p> <p>(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.</p>
36	<p>Where shares are converted into stock,-</p> <p>(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:</p> <p>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.</p> <p>(b) 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.</p> <p>(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.</p>
37	<p>The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,-</p> <p>(a) its share capital;</p> <p>(b) any capital redemption reserve account; or</p> <p>(c) any share premium account.</p>
<b>Capitalisation of Profits</b>	
38	<p>(i) The company in general meeting may, upon the recommendation of the Board, resolve-</p> <p>(a) 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</p> <p>(b) 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.</p> <p>(ii) 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-</p> <p>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(B) 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;</p> <p>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);</p> <p>(D) 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;</p> <p>(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.</p>
39	<p>(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-</p> <p>(a) 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</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>(ii) The Board shall have power-</p> <p>(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and</p> <p>(b) 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</p>



	<p>proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;</p> <p>(iii) Any agreement made under such authority shall be effective and binding on such members.</p>
<b>Buy-back of Shares</b>	
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.
<b>General Meetings</b>	
41	Annual General Meetings-The Company shall, in addition to any other meetings in each year, hold a General Meeting as its Annual General Meeting in accordance with the provisions of the Act, at such time and place as may be determined by the Board, and shall Specify the meeting as such in the notice concerning the same. All General Meeting other than the Annual General Meetings shall be called Extraordinary General Meeting.
42	<p>(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.</p> <p>(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.</p> <p>Notice of General Meetings-A General Meeting of the Company may be convened by giving not less than 21 days notice in writing. A General Meeting may be convened by giving shorter notice with the consent in writing of each Shareholder or as permitted by the Act. The notice shall be exclusive of the day on which it is given and the day on which the meeting as aforesaid is held. Every notice of a General Meeting shall specify the place, date and time of the meeting and the proposed form of the resolutions to be passed. Where any business to be transacted at the meeting consists of "special business" as defined hereunder, there shall be annexed to the notice of the meeting an explanatory statement setting out all material facts concerning such items of business as provided in the Act.</p>
<b>Proceedings at General Meetings</b>	
43	<p>(i) 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.</p> <p>(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.</p> <p>(iii) A body corporate, being a Member, shall be deemed to be personally present if represented in accordance with Section 113 of the Act.</p>
44	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
45	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.
46	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.
<b>Adjournment of Meeting</b>	
47	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(v) Where a resolution is passed at an adjourned meeting of the Company or by the holders of any class of shares in the Company, the resolution shall, for all purposes, be treated as having been</p>

	passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.
<b>Voting Rights</b>	
48	Subject to any rights or restrictions for the time being attached to any class or classes of shares,- (a) on a show of hands, every member present in person shall have one vote; and (b) 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.
49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
50	(i) 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. (ii) 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 may be 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	(i) 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. (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
<b>Proxy</b>	
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.
<b>Board of Directors</b>	
58	(i) The number of Directors shall not be less than two and not more than fifteen. (ii) The following shall be the First Directors of the Company: 1. Mr Shashi Kiran Shetty 2. Mrs Arathi Shetty
59	i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. (ii) 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- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or (b) in connection with the business of the company.
60	The Board may pay all expenses incurred in getting up and registering the company.
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.
64	(i) 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. (ii) 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.
<b>Proceedings of the Board</b>	
65	(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. (ii) 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	(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. (ii) 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	(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. (ii) 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	(i) 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. (ii) Any committee so formed shall, i
70	(i) A committee may elect a Chairperson of its meetings. (ii) 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	(i) A committee may meet and adjourn as it thinks fit. (ii) 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 any one 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.
<b>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</b>	
74	Subject to the provisions of the Act,- (i) 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,

	<p>manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;</p> <p>(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer</p>
75	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.
<b>The Seal</b>	
76	<p>(i) The Board shall provide for the safe custody of the seal.</p> <p>(ii) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board, and the seal shall be affixed in the presence of at least one Director or the Manager or the Secretary or such other person as the Board may appoint for the purpose, who shall sign every instrument to which the Seal is so affixed in his presence.</p>
<b>Dividends and Reserve</b>	
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 section 123, 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	<p>(i) 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.</p> <p>(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.</p>
80	<p>(i) 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.</p> <p>(ii) 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.</p> <p>(iii) 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 dividend accordingly.</p>
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	<p>(i) 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.</p> <p>(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.</p>
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.
<b>Accounts</b>	
86	(i) 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

	<p>and books of the company, or any of them, shall be open to the inspection of members not being directors.</p> <p>(ii) 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.</p>
<b>Winding up</b>	
87	<p>Subject to the provisions of Chapter XX of the Act and rules made thereunder-</p> <p>(i) 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.</p> <p>(ii) 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.</p> <p>(iii) 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.</p>
<b>Indemnity</b>	
88	<p>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.</p>

Subscriber Details					
S.No.	Name, Address, Description and Occupation	DIN/PAN/ Passport Number	Place	DSC	Dated
1	<p>NAME: ALLCARGO LOGISTICS LIMITED  ADDRESS: 6TH FLOOR AVASHYA HOUSE CST ROAD KALINA SANTACRUZ EAST MUMBAI 400098  OCCUPATION: BUSINESS AUTHORISED  REPRESENTATIVE: JATIN CHOKSHI, CHIEF INVESTMENT OFFICER  FATHERS NAME: JAYANTILAL CHOKSHI  ADDRESS: 603, PARASRAMPURIA ENCLAVE, HAJI BAPU ROAD, OPP POST OFFICE, MALAD (EAST) MUMBAI-400097  OCCUPATION:SERVICE VIDE RESOLUTION DATED JANUARY 25, 2019</p>	AAAPC4510F	Mumbai	Sd/-	01/02/2019
2	<p>NAME: ADARSH SUDHAKAR HEGDE  FATHERS NAME: SUDHAKAR HEGDE  ADDRESS: 302, GREENSTAR RIZVI COMPLEX, SHERLEY RAJAN ROAD, BANDRA WEST, MUMBAI 400050  OCCUPATION:SERVICE NOMINEE OF ALLCARGO LOGISTICS LIMITED HAVING ITS REGISTERED OFFICE AT 6TH FLOOR AVASHYA HOUSE CST ROAD KALINA SANTACRUZ (EAST), MUMBAI-400098  OCCUPATION:BUSINESS VIDE RESOLUTION DATED JANUARY 25, 2019</p>	00035040	Mumbai	Sd/-	01/02/2019

Signed Before Me				
Name	Address, Description and Occupation	DIN/PAN/ Passport Number	DSC & PLACE	Dated
FCS JATIN PRABHAKAR PATIL	NIDHI APARTMENT NO.1, FLAT NO. 51, LIBERTY GARDEN ROAD NO. 3, MALAD WEST, MUMBAI 400 064, PRACTICING COMPANY SECRETARY	7282	Sd/-  Mumbai	01/02/2019

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*Ranjit*