

**\*THE COMPANIES ACT 2013**

**MEMORANDUM OF ASSOCIATION**

**\*RAJSHREE POLYPACK LIMITED**

**COMPANY LIMITED BY SHARES**

THIS MEMORANDUM OF ASSOCIATION OF RAJSHREE POLYPACK LIMITED, A COMPANY UNDER PART IX OF THE COMPANIES ACT, 1956 MADE AND ENTERED INTO THIS DAY OF 09<sup>th</sup> SEPTEMBER, 2011 BY;

1. **Mr. Ramswaroop Radheshyam Thard S/o.** Mr. Radheshyam Thard, an Adult, Indian Inhabitant residing at 403, 4<sup>th</sup> Floor, Carlyle Apartment, LBS Marg, Teen Hat Naka, Thane, 400 604, hereinafter called the '**Party of the First Part**' (which expression shall unless otherwise it be repugnant to the context or meaning thereof, mean and include him, his heirs, sons, successors, administrators and assigns).
2. **Mr. Sajjankumar Nanikram Rungta S/o.** Mr. Nanikram Jankidas Rungta, an Adult, Indian Inhabitant residing at 503 – Lodha Luxaria, West Gate – A, Majiwada, Thane (w) - 400601 representing as the "Karta of "Sajjan Kumar N. Rungta H.U.F." hereinafter called the '**Party of the Second Part**' (which expression shall unless otherwise it be repugnant othe context or meaning thereof, mean and include him, his heirs, executors, administrators and assigns).
3. **Mr. Naresh Radheshyam Thard S/o.** Mr. Radheshyam Jugalkishore Thard, an Adult, Indian Inhabitant residing at 403/404, Carlye Bldg., Raheja Garden, LBS Marg, Thane (W), Thane-400 604 hereinafter called the '**Party of the Third Part**' (which expression shall unless otherwise it be repugnant to the context or meaning thereof, mean and include him, his heirs, sons, successors, administrators and assigns).
4. **Late Mr. Radheshyam Jugalkishore Thard S/o.** Mr. Jugalkishore Durgadatta Thard, Indian Inhabitant residing at 403/404, Carlye Bldg., Raheja Garden, LBS Marg, Thane (W), Thane-400 604 hereinafter called the '**Party of the Fourth Part**' (which expression shall unless otherwise it be repugnant to the context or meaning thereof, mean and include him, his heirs, sons, successors, administrators and assigns).

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For RAJSHREE POLYPACK LTD.

*Ramswaroop Thard*  
DIRECTOR

\*Amended vide Special Resolution passed at the Extra Ordinary General Meeting held on 24<sup>th</sup> March, 2017.

5. **Mrs. Shashi Ramswaroop Thard** W/o. Mr. Ramswaroop Radheshyam Thard, an Adult, Indian Inhabitant residing at 403/404, Carlye Bldg., Raheja Garden, LBS Marg, Thane (W), Thane-400 604 hereinafter called the '**Party of the Fifth Part**' (which expression shall unless otherwise it be repugnant to the context or meaning thereof, mean and include her, her heirs, sons, successors, administrators and assigns).
6. **Mrs. Varsha Naresli Thard** W/o. Mr. Nareslikumar Radheshyam Thard, an Adult, Indian Inhabitant residing at 403/404, Carlye Bldg., Raheja Garden, LBS Marg, Thane (W), Thane-400 604 hereinafter called the '**Party of the Sixth Part**' (which expression shall unless otherwise it be repugnant to the context or meaning thereof, mean and include her, her heirs, sons, successors, administrators and assigns).
7. **Mr. Anand Sajjankumar Rungta** S/o. Mr. Sajjankumar Nanikram Rungta, an Adult, Indian Inhabitant residing at 503 – Lodha Luxaria, West Gate – A, Majiwada, Thane (w) - 400601 hereinafter called the '**Party of the Seventh Part**' (which expression shall unless otherwise it be repugnant to the context or meaning thereof, mean and include him, his heirs, sons, successors, administrators and assigns).

**WHEREAS** the Party of First and Second Part were carrying on the business of manufacturing, trading, import and export, Commission agency of plastic items under the name and style of M/s. Rajshree Industries on the terms and conditions agreed upon by and between them vide Partnership Deed dated 23<sup>rd</sup> October, 2003.

**NOW WHEREAS** the parties of the First and Second part had agreed to take benefit of the experience of the parties of Third, Fourth, Fifth, Sixth and Seventh part and accordingly agreed to admit parties from Third to Seventh part as partner in the firm with effect from 1<sup>st</sup> September, 2011 and all the parties agreed to continue the business of partnership under the changed name of partnership i.e. of **M/s. Rajshree Polypack** in place of **M/s. Rajshree Industries**.

**WHEREAS** the parties hereto by an unanimous resolution passed at the Meeting held as per Annexure "A" expressed their desire of registering the said firm under Part IX of the Companies Act, 1956 as a Private Limited Company and execute this Memorandum of Association with the intention of continuing to carry on the business of **RAJSHREE POLYPACK**, through a Company limited by shares

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For **RAJSHREE POLYPACK LTD.**  
*Ramswaroop Thard*  
**DIRECTOR**

and so that on registration, all the property, movable and immovable (including actionable claims) belonging to or bested in the said RAJSHREE POLYPACK, on the date of registration shall pass to and vest in the Company so registered and so that such registration shall not effect the rights or liabilities in respect of any debts or obligations incurred or any contract entered into by RAJSHREE POLYPACK, before registration.

**AND WHEREAS** the parties mutually agreed to register the existing firm as a Joint Stock Company within the meaning of Section 566 under Chapter IX of the Companies Act, 1956 as a Private Limited Company.

**WHEREAS** the parties hereto have mutually agreed that their share in the share capital of the Company at the time of registration, when the said firm is registered as Company shall be in the same proportion as their share in the present partnership firm which is as under:-

Sr. No.	Name of Partners	No. of Shares/units	Amount in Rs.
1.	Mr. Ramswaroop Radheshyam Thard	3,500	35,000
2.	Mr. Sajjankumar Nanikram Rungta HUF	3,000	30,000
3.	Mr. Naresh Radheshyam Thard	2,867	28,670
4.	Mr. Radheshyam Jugalkishore Thard	100	1,000
5.	Mrs. Shashi Ramswaroop Thard	100	1,000
6.	Mrs. Varsha Naresh Thard	100	1,000
7.	Mr. Anand Sajjankumar Rungta	333	3,330
<b>Total</b>		<b>10,000</b>	<b>1,00,000</b>

**NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THEIR RIGHTS AND OBLIGATIONS BE GOVERNED BY THE FOLLOWING REGULATION THAT IS TO SAY:**

In these presents unless there is something in the subject or context inconsistent therewith the expression "COMPANY" mean Joint Stock Company and the Partnership herein referred to and after registration of the Company, the Company so incorporated.

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For RAJSHREE POLYPACK LTD.

*Ramswaroop Thard*

**DIRECTOR**

TABLE A

\*I. The name of the Company is "Rajshree Polypack Limited".

\*II. The registered office of the company will be situated in the State of Maharashtra within the Jurisdiction of Registrar of Companies, Mumbai, Maharashtra.

\*Amended vide Special Resolution passed at the Extra Ordinary General Meeting held on 24<sup>th</sup> March, 2017.

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

1. \*\*\*To carry on in India and/or elsewhere the business of manufacturing, importing, exporting, dealing in, trading of, extrusion of single and/or multilayered sheets using different polymers or plastic raw material or bio-compostable material or bio-degradable material and business of manufacturing, importing, exporting, dealing in, trading of, fabricating, processing, moulding, shaping, cutting all kinds of articles and rigid, semi-rigid and flexible packaging products including, but not limited to, food and other containers, beverage cups & containers, generic bowls, punnets & trays, lids, tetra-packs, rectangular meal trays, rectangular hinged containers, plates, bottles, strips, drums, boxes, tapes, straws, bags, pouches, envelopes, etc. from plastic rigid and semi-rigid sheets, paper, board, pulp, cellulose films, polyethylene, plastic films, metal or metal foils, films of all kinds, treated or laminated materials sheets, rolls including all kinds of flexible packaging material, sheets made of bio-compostable material or bio-degradable material, or any other material and value addition including printing, treating, sleeving, labeling, waxing, lamination and decoration by any other means to all such articles and/or packaging products, and acquiring, hiring and making tools, dies, moulds, instruments and machines for manufacturing such products or providing packaging or value addition services and to act as an advisor, mercantile agent, clearing and forwarding agent, broker, consignor, consignee, conversion agent, distributor, stockiest, in India and/or elsewhere, in relation to products covered in this clause and to do all things incidental thereto.
2. \*\*\*To provide advisory and consultancy services, including, but not limited to, product development, designing, testing, research, information on ground, inputs about the characteristics, interest, activities, performance and other attributes of various packaging

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For RAJSHREE POLYPACK LTD  
Rameshwaroop Thad  
DIRECTOR

products, raw materials, in respect of, relating to, or connected to any of the activities specified in the above clause, and all things incidental thereto.

3. \*\*\*To acquire and take over the running business of firm concern named RAJSHREE POLYPACK alongwith all its assets and liabilities on such terms and conditions as may be mutually agreed upon. The said Firm will cease to exist after such takeover by the Company after incorporation thereof.

\*\*\*Amended vide Special Resolution passed at the Extra Ordinary General Meeting held on 27<sup>th</sup> February, 2018.

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

1. To carry on the business as manufacturers, moulders, producers, refiners, fabricators, assemblers, suppliers, and dealers in plastic materials, plastic articles and goods, substances and plastic products including articles made from the same and compounds, intermediates, derivatives and by-products thereof, goods for household use, commercial use, defence needs and requirements; and to buy, sell, prepare for market, import, export and deal in plastics and plastic articles, goods and products of all kinds in the manufacture of which plastic or its compounds, intermediates or derivatives are used and act as plastic contractors, merchants, dealers, brokers and commission agents.
2. To sell, lease, grant licenses, easements, and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, right and effects of the Company, or any part thereof, for such consideration as the Company may think fit, and in particulars, for shares debentures or securities of any other Company.
3. To enter into contracts, agreements and arrangements with any other Company, firm or person for the carrying out by such other Company, firm, or person on behalf of the Company the objects for which the Company is formed.
4. To act as indenting agents, commission agents and importers of finished products, semi-finished products, raw material as required by the Company.

For RAJSHREE POLYPACK LTD.

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*Ramkrishna*  
DIRECTOR

5. To employ experts to investigate and examine into the condition, management, prospects, value, character and circumstances of business concerns and undertakings, assets, property or rights, in which Company is interested.
6. To buy, deal, import, raw materials, spare parts, machineries as may be required by the Company for any of its business.
7. To apply for, tender, purchase or otherwise acquire any contracts, sub - contracts, know how, licences and concession for or in relation to the objects or business herein mentioned or any of them and to undertake, execute, carry out, dispose off or otherwise turn to account the same.
8. To acquire by purchase, lease exchange, rent, action or otherwise lands, buildings and hereditaments of any size, tenure or description and any estate or interest therein and any rights connected with lands so situated and to turn the same to account as may be deemed expedient.

**\*Amended vide Special Resolution passed at the Extra Ordinary General Meeting held on 24<sup>th</sup> March, 2017.**

9. To acquire, purchase, erect, maintain, buy, sell or dispose of land, building, factories, machine-shop, workshops, mills, equipments, machinery, plant, components, accessories, spares, tools, raw materials, warehouses, godowns, shops, departmental stores, offices, power stations, gas works, water works, water tanks, bridges, staff and workers quarters, roads, ways, sidings, and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company and to contribute, subsidies or otherwise aid by taking part in any such operations, and / or to install, general, power required for the continues process for any of the plant required for any of the business of the Company.
10. To purchase, construct, take on lease or tenancy of in exchange, hire, take options over or otherwise acquire any estate, lands, buildings, easements or other interests, rights in immovable properties and to hold, develop, work, cultivate, deal, grant concessions licences, privileges, claims, leases, options, which may appear to be necessary or convenient for any of the business of the Company and to sell, lease, mortgage, hypothecate or otherwise dispose off or grant rights over any immovable property belonging to the Company.

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For RAJSHREE POLYPACK LTD.

*Ramkrishna Chaud*  
DIRECTOR

11. To purchase, charter, hire or otherwise acquire vehicle for business of the Company.
12. To enter into any business involving the exchange of purchase and sales of items dealt in by the Company.
13. To act as contractors, suppliers, agents, importers and exporters for any government or autonomous body of any firm, Company, agents, canvassers, organisation in the private or public sector in furtherance of any of the objects of the Company.
14. To establish and maintain agencies or appoint representatives, agents, canvassers, selling and purchase, exchange, hire, distribution or for any one or more of the objects of the Company and to regulate and discontinue the same.
15. To apply for, take out, obtain, purchase or otherwise acquire or turn to account and copy rights, licences, including import entitlements, privileges, trade marks, or secret processes which may seem capable of being used for any of the purposes of the Company and / or to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, right or information and to acquire and to expend money in experimenting upon, testing and improving or seeking to improve any patent rights, inventions, discoveries, process or information of the Company or which the Company may acquire or propose to acquire.
16. To undertake the payment of all rents and the performance of all covenants, conditions, and agreements contained in and reserved by any lease that may be granted or assigned to or be otherwise acquired by the Company.
17. To acquire and take over as a going concern by purchase or lease and to undertake to carry on the whole or any part of the business together with the goodwill and trade name, property rights and liabilities of any person or persons, firm or any Company carrying on any business, any part of the purposes of which is within the objects of the Company or which the Company is authorised to carry on or possessed of property suitable for the purpose of the Company and to pay for the same by shares, debentures, debentures stock, bonds, cash or otherwise and to conduct, carry on, liquidate or wind up any such business.
18. To acquire either by purchase, lease, gift, exchange or otherwise for the purpose of the Company any estate, lands, buildings, easements or other interest in any property whether

For RAJSHREE POLYPACK LTD.

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*Pandurangh Thad*  
DIRECTOR

movable or immovable including lands, buildings and to sell, let or lease, transfer by way of gift, exchange or otherwise dispose of ground rights over any property movable or immovable belonging to the Company.

19. To amalgamate or enter into foreign or Indian technical and / or financial collaboration or partnership or into any arrangement, for sharing or dealing in profits, union of interest, cooperation, joint venture, reciprocal concession, or otherwise with any person, firm, corporation or government or Company carrying on, engaged in or about to carry on or engage in any business, undertaking or transaction which the Company is authorised to carry on and to lend money, to guarantee the contracts or otherwise assign any such person, firm, government or Company and to take or otherwise acquire and hold shares or securities of any such persons, firms, companies and to sell, hold or issue them with or without guarantee or otherwise deal with the same.
20. To promote, form and be interested in and take, hold and dispose of shares in any other Company having objects similar, altogether or in part of those of this Company.
21. To invest in surplus funds of the Company in any manner as the Company may think fit and without prejudice to the said generality. In the purchase of lands, buildings or any interest therein; In such securities or properties in movable or immovable, real or personal.
22. To enter into, make and perform contracts and arrangement of every kind and description with Corporate body, municipality, local body, State or Central Government or any companies, firms or persons that may seem conducive to the Company's objects or any of them and to obtain from any such authority any rights, privileges, charters, contracts, concessions, licences or purchases and sale of any kind of products of the Company.
23. To sell, sublet, mortgage, lease, manage, develop, exchange, dispose off, or transfer the business, immovable or movable property, and undertaking of the Company or any part thereof or any part of the property, rights and concessions of the Company in such manner and upon such terms and conditions and for such considerations as the Directors of the Company, for the time being, may think fit to accept and in particular for cash, shares, debentures, debenture-stocks, bonds or securities of any other Company having objects altogether or in part similar to those of this Company.

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For RAJSHREE POLYPACK LTD.

*Rammanoop Thad*  
DIRECTOR



24. To invest and deal with the moneys of the Company not immediately required in immovable properties, shares, stocks, bonds, debentures, obligations or other securities of any Company or association or in Government securities or in current or savings or deposit with banks or on the mortgage of immovable properties of any tenure on the pledge of movable property or in any other manner as may from time to time be thought proper, to sell or vary all such investments and to execute all assignments, transfer, receipts and document that may be necessary in that behalf.
25. To advance and / or to lend money, either with or without security and generally to such persons, firms, associations, trusts, corporation, companies. upon such terms and conditions as the Company may think fit.
26. To give guarantee for the performance or discharge of any obligations, liabilities, duties or the payments of moneys by any persons, firms and companies or Government and to give indemnities.
27. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations, instruments and securities of any Company or of any such authorities, national, state, municipal, local or otherwise or of any persons whosoever, whether incorporated or not incorporated and generally to guarantee or become securities for the performance of any contracts or obligations.
28. To place, to receive or to distribute bonus shares among the members or otherwise to apply any moneys received by way of premium on shares or debentures issued at a premium by the Company and moneys arising from the sale by the Company of forfeited shares.
29. \*Subject to the provisions of the Companies Act, 2013, to distribute among the members in specie any property of the Company or any proceeds of sale of disposal of any property of the Company in the event of winding up.
30. To draw, make, issue, accept, transfer and endorse, discount, execute and negotiate promissory notes, hundies, bills of exchange, cheques, drafts, bills of lading, letters of credit, delivery order, dock warrants, railways of transport receipts, warehouse keepers certificate

For RAJSHREE POLYPACK LTD.

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*Ramnarayan Thasad*  
DIRECTOR

and other negotiable or commercial or mercantile instruments connected with the business of the Company.

31. To open accounts with any bank or banks and to deposit moneys therein and to draw and endorse cheques on and to withdraw moneys from such accounts and generally operate upon same (whether overdrawn or not) as may be required for any of the objects or purposes of the Company.
32. To insure any of the persons, properties, undertaking, contracts, guarantee or obligations or profits of the Company of every nature and kind in any manner whatsoever.
33. To refer any dispute, claim or demand by or against the Company to arbitration and observe and perform the awards.
34. To employ experts to investigate and to examine into the conditions, prospects, value, character and circumstances of any business concerns and undertaking and generally of any assets, property or rights.
35. To acquire from any person, firm or body corporate or incorporate, whether in India or abroad, technical information, know-how, processes and operating data, plans, layouts and blue prints useful for the design, erection and operation of plant required for any of the business of the Company and to acquire any grant or license and other rights and benefits in the foregoing matters and things.
36. To be interested in promoting and undertaking the formation and establishment of such institutions, association, chamber of commerce, or other bodies, industrial, trading or manufacturing within the objects of the Company as may be considered to be conducive to the profit and interest of the Company and to acquire, promote and / or subsidize any industry or undertaking.

\*Amended vide Special Resolution passed at the Extra Ordinary General Meeting held on 24<sup>th</sup> March, 2017.

37. To undertake and execute any trust, the undertaking whereof may seem desirable either gratuitously or otherwise and / or to make donations to any person, Company or association and to subscribe or guarantee money for any national, international, charitable, benevolent,

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For RAJSHREE POLYPACK LTD.

*Rameshwaroop Chaud*  
DIRECTOR

educational, public, general or other useful object, activity, exhibition or trade show, which may be the objects of the Company or in the interest of the members or for the welfare of the staff.

38. To establish, provide, maintain and conduct or otherwise subsidize research laboratories and experimental stations, workshops for scientific and technical researches, experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing, subsidizing, endowing or assisting laboratories, workshops, libraries, training, colleges, schools or other institutions for training, lectures, meetings and conferences and by providing the remuneration to scientific or technical professors, or teachers and by providing for the awards of exhibitions, scholarships, prizes, grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, test and inventions of any kind that may be considered likely to assist any business which the Company is authorised to carry on.
39. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities national, local, municipal or otherwise of any place in which Company may have interest and to carry on any negotiations or operations for the purpose of directly carrying out the objects of the Company or furthering the interests of its members and to oppose any such steps taken by the other Company, firm or persons, which may be considered likely directly or indirectly to prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation, which may appear to be in the interest of the Company and to oppose and resist whether directly or indirectly any legislation which may seem disadvantageous to the Company and to obtain from any such Government, authority or any Company charter, contracts, decrees, rights, agents, loans, privileges or concessions which the Company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges or concessions.
40. To adopt such means of making known the business and products services of the Company as may seem expedient and in particular by advertising in the press, radio, television, video, theatre by circulars, posters, banners hoardings etc, and also by purchase and exhibition of works of arts or interest, by publication of books, periodicals and by granting prizes, awards and donations (including donations to any fund for charitable or public purpose).

For RAJSHREE POLYPACK LTD.

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*Ram Narayan Chaud*  
DIRECTOR

41. To promote, form and aid in promotion, formation of any Company or companies having similar objects for the purpose of acquiring all or any of the property, undertaking rights and liabilities of such Company, having similar objects and to be interested in or take or otherwise acquire, purchase, hold, sell or otherwise dispose of shares, debentures and other securities in or of any such Company, or any other Company for all or any of the objects mentioned in the memorandum and to subsidize or otherwise assist any such Company and to undertake the management and other work, duties and business of any such Company on such terms and conditions as may be arranged.
42. To create any depreciation funds, reserve fund, sinking fund, insurance fund, dividend equalization fund, capital redemption fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for redemption of debentures or redeemable preference shares or for any other purpose whatsoever conducive to the interest of the Company.
43. To provide for the welfare of the Directors, ex-Directors, employees or ex-employees of the Company or its predecessors in business and the wives and families of the dependents or connections of such persons, by building or contributing to the building of houses, dwellings, or quarters or by grants of money, pensions, gratuities, allowances, bonuses, awards, profits sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think and to establish, maintain and grant scholarships, to any person for technical study and education in India and elsewhere which may be necessary or useful for any of the objects of the Company, and to subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation or of public and general utility or otherwise.
44. To aid pecuniary or otherwise, any association or movement having for an object the solution, settlement of surmounting of industrial or labour problems or troubles or the promotion of industry or trade.

For RAJSHREE POLYPACK LTD.

*Rameshwaroop Thard*  
DIRECTOR

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45. To pay out of the funds of the Company, all expenses of and incidental to the promotion, formation, registration, advertisements and establishment of this Company and the issue or subscription of the shares or loans or capital including brokerage, underwriting or other commission for obtaining applications for or placing or guaranteeing the placing of shares or any debentures, debenture-stock and other securities of this Company and also all expenses attending the issue of any circular or notice, and the printing, stamping, circulating proxies and forms to be filled up by the members of the Company.
46. 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 India and in any or all states and territories thereof, in any or all foreign countries and for this purpose to appoint managers, agents, employees either on salary or commission and to have maintain and to discontinue, such number of establishments and agencies, therein as may be convenient.
47. To procure the Company to be recognized in India and abroad.
48. To enter into partnership or into any arrangements for sharing, profit, union of interests, joint-venture, reciprocal concession or co-operation with any person, partnership or Company and to promote and aid in promoting, constituting, forming and organising companies, of all kinds for the purpose of acquiring and undertaking any property and liabilities of this Company or of advancing directly or indirectly the objects thereof or of any other purpose which this Company may think expedient. And also to pay for any either in shares of the Company or partly in shares and partly in cash or otherwise and to give shares or stock of this Company in exchange for shares or stock of any other Company.
49. To act in conjunction with, unite or amalgamate with, create or constitute or assist in creating or constituting any other Company or association of kind similar to Company or one which can be advantageously carried on by the Company along with its own object of the propose of acquiring all or any of the properties, rights and liabilities of the Company and to buy or absorb all or any of the business or property of any such Company or Association and to acquire and secure membership, seal or privileges in and of any association, exchange, market or institution in India or any part of the world.

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For RAJSHREE POLYPACK LTD.

*Rameshwaroop Chaud*  
DIRECTOR

50. To enter into any arrangement with any Government or authorities, municipal, local or otherwise, or any person or Company in India or abroad, that may seem conducive to the objects of the Company or any of them and to obtain from any such Government, Authority, persons or Company, any rights, privilege, charters, contracts, licences and concessions including in particular rights in respect of waters, water-ways, power supply, road and highways, which the Company may think it desirable and to carry out, exercise and comply therewith.
51. Subject to the provisions of the Companies Act, to alter, manage, develop, lease, mortgage under let, sell, give in gifts or otherwise dispose of, improve or deal with the land, property assets and rights and resources and undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company.
52. To assist develop, negotiate with parties, firms companies, association or other bodies to mobilise idle funds at their disposal, to advise and assist them in Investing such funds in banks, government or other securities or as otherwise desired by the parties.
53. To be registered as agents of share registry department of other companies.
54. To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall construct to be preliminary, including therein the costs of advertising commission for underwriting, brokerage, printing and stationary and the expenses attendant upon the formation of agencies and local boards.
55. To establish and support funds and institutions calculated to benefit the employees or ex-employees of the Company or the dependants or connection of such persons, and to grant pensions, allowances of such persons, and to grant pensions, allowances.
56. To train or pay for the training in India or abroad of any of the Company's employees or any other candidates in the interest and for the furtherance of the Company's objects and business.

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For RAJSHREE POLYPACK LTD

*Rameshwarop Chaud*  
DIRECTOR

57. To enter into contracts, agreements and arrangements for acting as labour contractors, manpower suppliers, staffing agents with any other Company, firm or person for carrying out any business or services in relation with the furtherance of any of the objects of the Company.

\*IV. The liability of the members is limited and this liability is limited to the amount unpaid on the shares held by them.

\*\*\*\*\*V. (i) The share capital of the company is Rs. 40,00,00,000/- (Rupees Forty Crores Only) divided into 8,00,00,000 (Eight Crore) equity shares of Rs. 5/- (Rupees Five Only) each.

(II) Paid-up capital of the Company shall be minimum Rs. 1,00,000/-.

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\*Amended vide Special Resolution passed at the Extra Ordinary General Meeting held on 24<sup>th</sup> March, 2017.

\*\*Amended vide Special Resolution passed at the Extra Ordinary General Meeting held on 18<sup>th</sup> December, 2017.

\*\*\*Amended vide Special Resolution passed at the Extra Ordinary General Meeting held on 27<sup>th</sup> February, 2018.

\*\*\*\*Amended vide Ordinary Resolution passed at the Extra Ordinary General Meeting held on November 8, 2023.

\*\*\*\*\*Amended vide Ordinary Resolution passed by the Members of the Company on February 16, 2024 as set out in the Postal Ballot Notice dated January 17, 2024.

\*\*\*\*\*Amended vide Ordinary Resolution passed by the Members of the Company on August 29, 2024 at 13<sup>th</sup> Annual General Meeting.

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For RAJSHREE POLYPACK LTD.

Ram Narayn Zard  
DIRECTOR

We the several persons whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of these Memorandum of Association and we respectively, agree to take the number of shares in the capital of the Company set opposite to our respective names.

Name, Address, Description & Occupation of Subscribers	No. of Equity Shares taken by each Subscriber	Signature of Subscribers	Signature, name, address, description & occupation of witness
<p>1. Ramshankar Thand            S/o Radheshyam Thand            403/404, 4th Floor, Castle Apartments,            1st Stage, Near Shiv Naga, Thane            400 004            Occupation: Business</p>	<p>3500            (Three Thousand            Five Hundred            Equity Shares)</p>	<p><i>Ramshankar Thand</i>            FOR RAMSHANKAR H. THAND            H. THAND            KARTA</p>	
<p>2) Sajjan Kumar Rungta            H/O            S/O. Navksam Rungta            Laxmi Rung, 1st Floor,            24 Telipada Thana            Road, Elliswadi - 421302            Occupation - Business</p>	<p>3000            (Three Thou            sand Equity            Shares)</p>	<p><i>Sajjan Kumar Rungta</i>            FOR SAJJAN KUMAR H. RUNGTA            H. RUNGTA            KARTA</p>	<p>Witness to call  <i>Kirti Kone</i>            H/O Shri Ramshankar Kone            201/1, Rajawade Aland, Tolly Cross Lane,            011 Shiv Naga, Andheri (E), Mumbai - 400 004            Occupation - Service</p>
<p>3. Naresh Thand            S/o Radheshyam Thand            403/404, Castle Bldg.            Rakeji Garden, 1st            Stage Thane (W) Thane            - 400 004            Occupation - Business</p>	<p>2000            (Two Thousand            Eight Hundred            &amp; Sixty Seven            Equity Shares)</p>	<p><i>Naresh Thand</i></p>	<p>Witness to call  <i>Kirti Kone</i>            H/O Shri Ramshankar Kone            201/1, Rajawade Aland, Tolly Cross Lane,            011 Shiv Naga, Andheri (E), Mumbai - 400 004            Occupation - Service</p>



Name, Address, Description & Occupation of Subscribers	No. of Equity Shares taken by each Subscriber	Signature of Subscribers	Signature, name, address, description & occupation of witness
<p>4. MR. RAAMESHVAM THAKAR  S/O JUGALKISHORE THAKAR  ADD: H.NO 335/6, MARATHA  (1ST FLOOR) D7 THANE  (W) THANE - 4000604  Occ: Business</p>	<p>100  (ONE HUNDRED  EQUITY SHARES)</p>		
<p>5. Mr. Shriharish Thakur  w/o Ganeshchandra Thakur  Add: 403/404, (1st floor)  Rahoga Garden, CSMAS  Thane (W) Thane - 4000604  Occupation: Business.</p>	<p>100  (ONE HUNDRED  EQUITY  SHARES)</p>		
<p>6. MRS. VARSHA THAKUR  W/O. NARESHKUMAR THAKUR  403/404, CARITE BLDG, RAHOGA  GARDEN, CSMAS, THANE (W)  THANE 4000604  OCCUPATION: BUSINESS</p>	<p>100  (ONE HUNDRED  EQUITY  SHARES)</p>		<p>Witness to all  Bhaji Kharve  110 Shri Raameshram  201 H. Rajeshwar Alford, Tolly cross lane,  Old S. W. Road, Andheri (E), Mumbai - 4000604  Occupation: Service</p>
<p>K. Anand Saijan Kinnal. Kungta  S/o Saijan Kungta  Add: - Laxmi Kung 1st floor  24, Tulipad, Thana Road  Bhiwandi, Mumbai - 421312  Occupation: Business</p>	<p>333  (Three Hundred  &amp; Thirty Three  Equity Shares)</p>		
<p>Total</p>	<p>10000  (Ten Thousand  Equity Shares)</p>		

Date : 09/09/2011

Place : Mumbai