LOHIA CORP LIMITED

MEMORANDUM
AND
ARTICLES OF ASSOCIATION

Certified True Copy

For LOHIA CORP LIMITED

Company Secretary

Registered Office:

D-3/A, PANKI INDUSTRIAL ESTATE,

KANPUR - 208022

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Central Processing Centre

Manesar, Plot No. 6,7, 8, Sector 5, IMT Manesar, Gurgaon, Haryana, 122050, India

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): **U28261UP2023PLC183476**

I hereby certify that the name of the company has been changed from KANPUR PACKAGING MACHINES LIMITED to LOHIA CORP LIMITED with effect from the date of this certificate and that the company is Company limited by shares.

Company was originally incorporated with the name KANPUR PACKAGING MACHINES LIMITED

Given under my hand at ROC, CPC this SIXTH day of JUNE TWO THOUSAND TWENTY FOUR

Document certified by *.mca.gov.in.

Digitally signed by
*.mca.gov.in
Date: 2024.06.06 13:26:21 IST

M Rao

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Central Processing Centre

Note: The corresponding form has been approved by M Rao, Central Processing Centre, and this order has been digitally signed by the Registrar of Companies through a system generated digital signature under rule 9(2) of the Companies (Registration Offices and Fees) Rules, 2014.

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

LOHIA CORP LIMITED

D-3/A, Panki Industrial Estate, Udyog Nagar (Kanpur Nagar), Ratan Lal Nagar, Kanpur Nagar- 208022, Uttar Pradesh, India

Note: This certificate of incorporation is in pursuance to change of name by the Company and does not affects the rights and liabilities of stakeholders pursuant to such change of name. It is obligatory on the part of the Company to display the old name for a period of two years along with its new name at all places wherever a Company is required to display its name in terms of Section 12 of the Act. All stakeholders are advised to verify the latest status of the Company and its Directors etc and view public documents of the Company on the website of the Ministry www.mca.gov.in/MCA21

For LOHIA CORP LIMITED

Company Secretary

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that KANPUR PACKAGING MACHINES LIMITED is incorporated on this FIFTH day of JUNE TWO THOUSAND TWENTY THREE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U28261UP2023PLC183476**

The Permanent Account Number (PAN) of the company is **AAKCK2932Q***

The Tax Deduction and Collection Account Number (TAN) of the company is **KNPK03132D***

Given under my hand at Manesar this FIFTH day of JUNE TWO THOUSAND TWENTY THREE

Document certified by DS MINISTRY OF CORPORATE AFFAIRS 10 <roccrc@mca.gov.in>.

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS 10
Date: 2023.06.07 01:37:35 IST

Sanjeev Jain

Assistant Registrar of Companies/ Deputy Registrar of Companies/ 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 mca.gov.in

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

KANPUR PACKAGING MACHINES LIMITED

Sukhdham, Flat No. E-2,7/17(9-10), Tilak Nagar,Swarup Nagar,Kesa Colony,Kanpur Nagar-208002,Uttar Pradesh

*as issued by Income tax Department

For LOHIA CORP LIMITED

Company Secretary

THE COMPANIES ACT, 2013

SCHEDULE I

(See Section 4 and 5)

TABLE - A

A COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

LOHIA CORP LIMITED

1. The name of the company is [1]LOHIA CORP LIMITED

2. The registered office of the company will be situated in the State of **Uttar Pradesh.**

3. (a) [2]THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To carry on the business as manufacturers, producers, exporters/importers, dealers, distributors, stockist, buyer/seller, engineers agents & merchants of circular weaving machines, modification kits for tape production equipment, fabric cutting machine, stitching, sack printing machine, bailing machine, weaving machine and additional/ancillary equipment contracted therewith required for the manufacture of woven and other Plastics including of PP/HDPE, synthetic, textile, plastic, rayon, tape woven sacks.
2. To invent, develop, design, manufacture, fabricate, process, prepare, assemble or cause to be designed, fabricated, processed, assembled and manufactured plant & machinery, equipment, appliances, instruments, tools/things required for the manufacture of synthetics, textile, plastics, rayon and other allied products.
3. To carry on business of designing, developing, processing, manufacturing, buying, selling, reselling, importing, exporting imported goods, materials etc. distributing and dealing in all kinds of machinery mentioned above.
4. To establish institutions/training centres for imparting technical, vocational & behavioural education & training in all disciplines in workshops, factories of other establishments/organisations and to carry on in India or elsewhere projects of skill development and/or enter into collaboration for skill development and/or technical training program to develop human resources and to provide consultancy and meeting the entire value chain requirements of manpower supply including supply of trainees to improve employability of those trained.
5. To carry on the business of manufacturers, repairers, importers, exporters and dealers of ferrous and nonferrous casting of all kinds including chilled & malleable, special alloy, steel, gun metal, copper, brass and aluminium and foundry work of all kinds.

1. Name of the Company has been changed from Kanpur Packaging Machines Limited (**"the Company"**) to Lohia Corp Limited pursuant to Scheme of Arrangement sanctioned by Hon'ble NCLT, Allahabad Bench, vide order dated April 16, 2024, between the Company & Lohia Corp Limited.
2. Clause 3(a) amended vide resolution passed in Extra-Ordinary General Meeting (EGM) held on July 13, 2023.

For LOHIA CORP LIMITED

Company Secretary

6. To carry on business as iron masters/founders/ workers, blast furnace proprietors, brass founders and metal makers & refiners generally iron and steel converters, tin smiths, locksmiths, blacksmiths, tin plate makers, manufacturers of industrial & agricultural implements and all kinds of machineries and tools/implements, boilers makers, metallurgists, wood workers, ore importers and workers, sandblast workers, millwrights, wheel-wrights, quarry workers, brick and tile manufacturers, galvanizers, machinists, japaners, wire drawers, annealers, welders, fitters, founderers, enamellers, electro & chromium platters, polishers, painters, warehousemen, storage contractors, garage proprietors and contractors generally.

7. To carry on business as manufacturers, assemblers, designers, importers, exporters, distributors, processors and dealers of all kinds of components, parts, assemblies etc. made of metals/elements of all kinds & description, whether man made or natural.

8. To carry on the business of manufacturers, exporters, importers, buyers, sellers, dealers, merchants, distributors, wholesalers, retailers, repackers, commission agents, stockists, boutique service provider or otherwise deal in all types of-

(i) fabrics, cotton, knitted, dyed, processed wool, jute, hemp, silk, nylon & allied materials/articles including leather textile, ready to wear garments, non-wearables, and made up of all kinds, designers, makers and tailors of all kinds of apparels, linen, carpets and rugs, strapes, tapes and labels and other fashion accessories and to offer one stop solution for sale, purchase, export, import, and the like, of garments, fashion clothes/ products/accessories, life style products, apparels etc.

(ii) synthetic rubber including silicon rubber, synthetic leather/fibres, polymers, fabric & fibres, engineering items, chemicals, all sorts of plastic raw materials & products, woven bags, sacks, tarpaulins, sheets, carpet backings, parachutes, fishing/mosquito nets, wall coverings, tents, wires, ropes, roofing sheets, containers, etc.

(b) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3(A) ARE:

1. To pay all the costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company.
2. To pay for any properties, rights or privileges acquired by the Company, either in shares of the Company or partly in shares and partly in cash or otherwise.
3. Subject to provisions of the Companies Act, 2013, to enter into partnership or into any arrangement for joint working, sharing or polling profits, amalgamation, merger or demerger, union of interest, co-operation, joint venture, reciprocal concession, assistance, subsidy or otherwise or amalgamate with any persons or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorized to carry on or engage in or any business undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit this Company.
4. To purchase from, sell to or enter into any agreement with any dealer or manufacturer of machinery tools or implements, the technical know-how license required for any contract work undertaken by the Company.
5. To import, export and deal in such machinery, tools, implements, accessories as may be necessary for the achievements of the business of the Company as detailed in main objects.
6. To take over the running business of any firm or company carrying on business of similar nature.

For LOHIA CORP LIMITED

Company Secretary

7. To establish, own, acquire, run, superintend, manage or control research stations, factories and other works, other establishments and auxiliaries for providing the materials and facilities for and in connection with its business.

8. To negotiate and/or enter into agreements and contracts with individual, companies, corporations and other organisations, foreign or Indian, for obtaining or providing technical, financial, or any other assistance for carrying out all or any of the objects of the Company, and also for the purpose of activating research, development of manufacturing projects on the basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulae and patent rights, etc. for furthering the objects of the Company.

9. To provide technical know-how to any concern which is likely to assist in the activities of the Company or having similar objects or agree to render services in connection with the provision of such technical know-how to any concern and to receive royalty, commission, fees or any other payment for the same.

10. To spend money in experimenting, testing and in improving or seeking to improve or exhibit any patents, rights, inventions, discoveries, processes or information which the Company may acquire or propose to acquire in connection with its business and to establish, equip provide, maintain laboratories and conduct research connected directly with the Company's business.

11. To train or send for training persons in India or outside India, in the interest of the Company and to award suitable allowances, scholarships, stipends, gratuities for the research, publicity and advertisements for the marketing of the products of the Company.

12. To apply for, purchase or otherwise acquire and protect, prolong and renew whether in India or elsewhere and patents, patent right, processes, inventions, trademarks, designs, licenses, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to use any secrets or other information as to any invention, process or privilege which may seem capable of being used for any of the purpose of the Company and to work, use, exercise, in respect thereof or otherwise turn to account the property, right, information so acquired.

13. To purchase, build, erect, develop, improve, take on lease, or exchange, hire or otherwise acquire any movable or immovable properties – house, offices, workshops, buildings and premises fixed or movable, machines, tools, plants, implements, patterns, stock-in-trade, patent rights, convenient or necessary to be used in or about the aforesaid trade or business of the Company or any rights or privileges that the Company may think necessary or expedient for the purpose of the business on such premises as may be deemed proper and to sell, improve, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the properties and rights of the Company.

14. To procure the registration or incorporation or recognition of the Company at any place outside India as permitted by law from time to time.

15. To take all necessary or proper steps in any legislature (Central or Provincial or State) or with the authorities, Government, local, municipal or otherwise at any place in which the Company may have interest, and to carry on any negotiations or operations for the purpose of directly carrying out the Jobs of the Company or effecting any modifications in the constitution of the Company for furthering the interests of the Company and to oppose any steps taken by any person or Company which may be considered likely, directly or indirectly, to prejudice the interest of the Company or its members.

16. To adopt such means of making known the products of the Company as may seem expedient and in particular by purchase and exhibitions of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

For LOHIA CORP LIMITED

Company Secretary

17. To exchange, sell, convey, mortgage, assign or let on lease 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 property or cash or government securities, issued by the government of India or provincial or other state government, municipal, port trust, railway or other authorities or shares, debentures, stocks, bonds or securities of any joint stock Company having objects similar to those of Company or such other properties or securities as may be determined by the Company and to take or re-acquire any property so disposed of by repurchasing or leasing the same for such price or prices and on such terms and conditions as the Company may think fit.

18. To amalgamate with any other Company in any part of the world, whose objects or any of them are similar to any object or objects of the Company or whose business is similar to the business or any part of business of the Company or otherwise, whether by sale or purchase (for shares or otherwise) of all the shares or stocks, debentures or securities of this or such other Company as aforesaid or in any other manner.

19. To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint ventures, reciprocal concessions or amalgamation either in whole or in part with any other company or persons carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly benefit the Company and to lend money, to guarantee the contracts or otherwise acquire shares and securities of any such company and to sell, hold, reissue with or without guarantee or otherwise deal with the same.

20. To make donations and give gifts either in cash or other assets, properties, movable or immovable, stock, debentures, securities, assigns of the insurance or any shares to individuals or companies whose objects may be same or different in appreciation of the service rendered to the cause of the Company or to subscribe, attribute or guarantee money for any charitable or benevolent objects or for any exhibition or for any public, general or other objects, the support of which will, in the opinion of the directors, tend to improve its image on its customers or public.

21. To grant aids, scholarship, subsidy, loans, etc. for advanced studies in connection with the objects of the Company in or outside India to deserving persons where the Company is assured of good returns for the attainment of the objects of the Company.

22. To create reserve fund, sinking fund, insurance fund, provident fund or any other special fund whether for depreciation or the repairing, replacing, improving, extending or maintaining any of the properties of the Company or for any other purpose conducive for the interest of the Company.

23. To borrow or raise or secure the payment of moneys in such manner and on such terms and with such powers and privileges as may be thought fit and in particular by the issue of or upon bonds, debentures, bills of exchange, promissory notes, other obligations or securities of the Company and with a view to mortgage and charge the undertaking and all or any other immovable properties present or future, and all or any of the uncalled capital for the time being of the Company and to purchase, redeem or pay off any such securities.

24. To issue and deposit any security which the Company has power to issue by way of mortgage or charge, to secure any sum, by way of security for the performance of any contracts or obligations of the Company.

25. To invest and deal with moneys of the Company not immediately required in such manner as may be determined by the Company from time to time.

For LOHIA CORP LIMITED

Company Secretary

26. To open bank accounts, and draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal in cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds, bills of landing, dividend warrants and all other negotiable instruments.

27. To receive money for financing the business of the Company on deposit or loan upon such terms as may be thought fit subject to the provisions of law.

28. To sell or sublet any concession or license obtained on contract entered into and generally to sell the whole or part of the property and business of the Company for cash or for the shares or obligations of any person or persons of any other company having objects all together or in part similar to those of the Company and to hold any such shares or obligation, to distribute them or any of them among the members of the Company, and to assist in forming and to subscribe for shares in any company intended to take over any part of the business or assets of the Company.

29. To purchase or otherwise acquire, and undertake any part of the business, property, goodwill, trademarks, rights and liabilities of any person, firm or company authorised to carry on any business or transaction which the Company is authorised to carry on or possession or property or rights suitable for any of the purposes of the Company and purchase, acquire, sell and deal in property, share, debentures of any such person, firm or company and to conduct, make or carry into effect any arrangements in regard to the winding up of the business of any such person, firm, or company.

30. To apply for, purchase or otherwise acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patent rights, brevets inventions, trademarks, designs, licenses, protections, concessions, and the like, conferring exclusive, and non-exclusive or limited rights to use any or other information as to any invention or otherwise or any process or privilege which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, manufacture under, or grant licenses or privileges in respect of or dispose of or accept royalty or otherwise turn to account, the property rights and information so acquired and to carry on any business in any way connected therewith and to pay royalties, if any, where necessary.

31. To enter into any arrangements with any government or authorities, municipal, local or otherwise that appear to the Company conductive to the Company's objects or any of them and to obtain from any such government or authorities, any rights, privileges and concessions which the Company may think it desirable to obtain and carry out, exercise and to comply with any such arrangements, rights, privileges & concessions.

32. To carry on any business relating to the production, manufacture and preparation of any other materials and component parts which may usefully or conveniently be combined with the research, development, engineering and manufacturing business of the Company.

33. To engage, employ, suspend and dismiss employees, agents, contractors and other servants, and to remunerate any such person in such manner or at such rate, as shall be thought fit, to grant bonus, compensation, pension, gratuity or other benefit to any such person or to his widow, children or dependents or generally to provide for the welfare of all employees.

34. To remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of, any of the shares in the Company's capital or debentures, debenture-stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

35. To insure all or any of the properties or assets or obligations of the Company of whatsoever nature against any risk whatsoever.

For LOHIA CORP LIMITED

Company Secretary

36. To support, donate, contribute or subscribe to any charitable, benevolent or public object or any institution, society or club or any other body or to any other object which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company has business connection and to give or award pensions, annuities, gratuities and super annuities or other allowances or benefits or charitable aid to any persons who are or have been directors of or who are or have been employed by or who are serving or have served the Company and to the wives, widows and other relatives and dependents of such persons or to make payment towards insurances, and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such person or persons, or their wives, widows and other relatives and dependents.

37. To establish schools or otherwise instruct people for any of the businesses which the Company carries on or is entitled to deal in.

38. To manage lands, buildings, houses and any other property belonging to the Company, to collect rent and income and supply to tenants and occupiers all kinds of conveniences and advantages.

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

40. To undertake and execute any trust which may be beneficial to the business of the Company, directly or indirectly.

41. To establish, provide, maintain and conduct or otherwise subsidize research laboratories and experimental workshops, for scientific and technical research and experiments, to undertake and carry on scientific and technical researches, experiments and tests of all kinds, to promote studies and researches, both scientific and technical, investigations and inventions by providing, subsidizing, and endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the award of scholarships, prizes and grants to students or otherwise generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the Company is authorized to carry on.

42. To acquire from any person, firm or body corporate, whether in India or elsewhere, technical information, know-how, processes, engineering, manufacturing and operating data, plans, layouts and blue-prints useful for the design, erection and operation of the plant required for any of the businesses of the Company and to acquire and grant of license and other rights and benefits in the foregoing matters and things.

43. To give guarantees or counter guarantees to any bank, insurance company or financial institution for advances taken, deferred payment guarantees obtained or any other financial accommodation taken and/or in connection with any business or transaction of the Company, and to remunerate by way of commission or otherwise any person, persons of company for such services rendered or to be rendered.

44. To carry on the business of manufacturers and dealers of any raw materials and other materials used by the Company in connection with any manufacturing business carried on by it.

45. To carry on and conduct workshop, engineering works of every description and kind and foundries of Iron and Steel, Brass and other Metals, Wood and any other substances.

46. To distribute among the members, on the winding up of the Company, any property of the Company, unissued shares or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by the law.

For LOHIA CORP LIMITED

Company Secretary

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. [3] [4] [5]The Authorized Share Capital of the Company is ₹25,10,00,000 (Rupees Twenty-Five Crores Ten Lakhs only) divided into 25,10,00,000 (Twenty-Five Crores Ten Lakhs) Equity Shares of ₹1 (Rupee One Only) each.

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[3] Sub-division of Equity Shares of ₹10 each to ₹1 each vide resolution passed in Extra-Ordinary General Meeting (EGM) held on August 18th, 2023.

[4] Authorised Share Capital of the Company has been increased from ₹10,00,000 (Rupees Ten Lakhs) to ₹12,60,00,000 (Rupees Twelve Crores Sixty Lakhs) pursuant to Scheme of Arrangement sanctioned by Hon'ble NCLT, Allahabad Bench, vide order dated April 16, 2024, between Kanpur Packaging Machines Limited & Lohia Corp Limited.

[5] Authorised Share Capital of the Company has been increased from ₹12,60,00,000 (Rupees Twelve Crores Sixty Lakhs) to ₹25,10,00,000 (Rupees Twenty-Five Crores Ten Lakhs) vide resolution passed in Extra-Ordinary General Meeting (EGM) held on March 31st, 2025.

For LOHIA CORP LIMITED

Company Secretary

We, the several persons whose names, addresses, occupation and description are hereunder 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 opposite our respective names:

Sl. No.	Name of Subscriber DIN/PAN/ Passport number	Description, address and occupation, if any	No. of Equity Shares taken by each Subscriber	Signatures of Subscriber	Signature, Name, Description, Address & Occupation of witness to the signature of Subscriber
1.	Alok Saxena 09416779	117/O/143, Geeta Nagar, Naveen Nagar, Kanpur -208025 Uttar Pradesh, India (Service)	2000 (Two Thousand)	Sd/-	Sd/ Adesh Tandon FCS Membership No. 2253 811, 8th Floor, KAN Chambers, 14/113, Civil Lines, Kanpur -208001 Practicing Company Secretary
2.	Anupam Agarwal, 00214813	Flat No. 1104 T-3, Emerald Garden, 7/102, Swaroop Nagar, Kanpur -208002 Uttar Pradesh, India (Service)	2000 (Two Thousand)	Sd/-	
3.	Kamal Kumar Kejriwal 09243129	Cinema More, Jamuria Hut, Jamuria M, Barddhaman West Bengal - 713336, India (Service)	2000 (Two Thousand)	Sd/-	
4.	Hema Singh CLGPS8060M	127/453, S Block, Vinobha Nagar, Near Juhi Depot Chauraha, Juhi Colony Juhi, Kanpur -208014 Uttar Pradesh, India (Service)	1000 (One Thousand)	Sd/-	
5.	Abhay Singh Pratap 07995216	9/48 BNSD Shiksha Nikaten, Benajhabar Kanpur -208002 Uttar Pradesh, India (Service)	500 (Five Hundred)	Sd/-	
6.	Deepali Singh FLIPS3321G	LIG 74, Dayanand Vihar, Kalyanpur Behind Ram Chandra Mission Ashram Juhi, Indira Nagar Kanpur -208026 Uttar Pradesh, India (Service)	500 (Five Hundred)	Sd/-	
7.	Nem Chand Sharma 07099048	673, Opposite Jalvayu Vihar Sector-31, Farrukhnagar Gurgaon Haryana -122001, India (Service)	2000 (Two Thousand)	Sd/-	
			10000 (Ten Thousand only)		

Dated this 31st day of May 2023.
Place: Kanpur

For LOHIA CORP LIMITED

Company Secretary

THE COMPANIES ACT, 2013

SCHEDULE I

(See Section 5)

TABLE - F

A COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION[1] OF

LOHIA CORP LIMITED

INTERPRETATION

1. 1) In these Articles, the following words and expressions, unless repugnant to the subject, shall mean the following:

a) ***"Act"*** means the Companies Act, 2013 and includes any statutory modification or reenactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.

b) **"Annual General Meeting"** means the annual general meeting of the Company convened and held in accordance with the Act.

c) **"Articles of Association"** or **"Articles"** mean these articles of association of the Company, as may altered from time to time in accordance with the Act.

d) **"Beneficial Owner"** means beneficial owner as defined in Section 2(1)(a) of the Depositories Act;

e) **"Board"** or **"Board of Directors"** means the board of directors of the Company, as constituted from time to time, in accordance with law and the provisions of these Articles.

f) **"Company"** means Lohia Corp Limited, a company incorporated under the laws of India.

g) **"Depository"** means a depository, as defined in clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996 and a company formed and registered under the Companies Act, 2013 and which has been granted a certificate of registration under subsection (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992.

h) **"Director"** shall mean any director of the Company, including alternate directors, independent directors and nominee directors appointed in accordance with and the provisions of these Articles.

i) **"Equity Shares or Shares"** shall mean the issued, subscribed and fully paid-up equity shares of the Company of ₹1 (Rupee One only) each.

j) **"Exchange"** shall mean BSE Limited and National Stock Exchange of India Limited.

k) **"Extraordinary General Meeting"** means an extraordinary general meeting of the Company convened and held in accordance with the Act.

l) **"General Meeting"** means any duly convened meeting of the shareholders of the Company and any adjournments thereof, in accordance with the Act.

m) **"Listing Regulations"** shall mean the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, any statutory amendment thereto and any listing agreement entered into by the Company with the Stock Exchanges.

n) **"Member"** means the duly registered holder from time to time, of the shares of the Company and includes the subscribers to the Memorandum of Association and in case of shares held by a Depository, the beneficial owners whose names are recorded as such with the Depository.

o) **"Memorandum"** or **"Memorandum of Association"** means the memorandum of association of the Company, as may be altered from time to time.

p) **"Officer"** shall have the meaning assigned thereto by the Act.

q) **"Ordinary Resolution"** shall have the meaning assigned thereto by the Act.

[1]The Articles of Association were adopted pursuant to Members' Resolutions passed at the 2nd Annual General Meeting of the Company held on June 21, 2025, in substitution for, and to the entire exclusion of the earlier Articles of Association of the Company.

For LOHIA CORP LIMITED

Company Secretary

r) **"Register of Members"** means the register of members to be maintained pursuant to the provisions of the Act and the register of beneficial owners pursuant to Section 11 of the Depositories Act, 1996, in case of shares held in a Depository.
s) **"Special Resolution"** shall have the meaning assigned thereto by the Act.
t) **"SEBI"** shall mean the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992.

2) Except where the context requires otherwise, these Articles will be interpreted as follows:
a) headings are for convenience only and shall not affect the construction or interpretation of any provision of these Articles.
b) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.
c) words importing the singular shall include the plural and vice versa.
d) all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders.
e) the expressions "hereof", "herein" and similar expressions shall be construed as references to these Articles as a whole and not limited to the particular Article in which the relevant expression appears.
f) The *ejusdem generis* (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, *include* and *including* will be read without limitation.
g) any reference to a **"Person"** includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in these Articles shall, where the context permits, include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns.
h) a reference to any document (including these Articles) is to that document as amended, consolidated, supplemented, novated or replaced from time to time.
i) references made to any provision of the Act shall be construed as meaning and including the references to the rules and regulations made in relation to the same by the Ministry of Corporate Affairs. The applicable provisions of the Companies Act, 1956 shall cease to have effect from the date on which the corresponding provisions under the Companies Act, 2013 have been notified.
j) a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:
   (i) that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and
   (ii) any subordinate legislation or regulation made under the relevant statute or statutory provision.
k) references to writing include any mode of reproducing words in a legible and nontransitory form.
l) references to **Rupees, Rupee, Rs., INR, ₹** are references to the lawful currency of India.
m) References to any particular number of percentage of securities (whether on a fully diluted basis or otherwise) shall be adjusted for any form of restructuring of the share capital including without limitation, consolidation or sub-division or splitting of shares, issue of bonus shares, issue of shares in a scheme of arrangement (including amalgamation or de-merger) and reclassification of equity shares or variation of rights into other kinds of securities.

2. PUBLIC COMPANY

The Company is a public company limited by Shares within the meaning of the Act.

3. SHARE CAPITAL AND VARIATION OF RIGHTS

1) Subject to the provisions of the Act and these Articles, the Shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or at a discount and at such time as they may from time to time think fit subject to the compliance with the provisions of the Act, and with the sanction of the Company in the General Meeting to give to any person or employees the option or right to call for any Shares either at par or premium during such time and for such consideration as the Board of Directors thinks fit, and the Board of Directors may issue, and allot or otherwise dispose Shares in the capital of the Company on payment in full or part payment for any property sold or transferred, goods or machinery supplied or for any services rendered to the Company in the conduct of its business and any Shares which may so be allotted may be issued as fully paid up Shares or partly paid-up Shares and if so issued, shall be deemed to be fully paid Shares. Provided that option or

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right to call for Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

2) 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 Articles 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.

3) The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 of the Act, 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.

   (i) 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 of the Act.

   (ii) 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.

4) 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 of the Act, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Shares of that class, or with the sanction of a Special Resolution passed at a separate meeting of the holders of the Shares of that class. To every such separate meeting, the provisions of these Articles 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.

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

6) Subject to the provisions of section 55 of the Act, 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.

4. FURTHER ISSUE OF SHARES

1) Where the Board or the Company, as the case may be, proposes to increase the subscribed capital by the issue of further Shares by allotment, then such Shares shall be offered, subject to the provisions of Section 62 of the Act, and the relevant Rules thereunder, as applicable:

   a)

      (i) to the persons who at the date of the offer are holders of the Equity Shares of the Company, in proportion as nearly as circumstances admit, to the paid-up share capital on those Shares at that date, subject to the conditions mentioned in (ii) to (iv) below;

      (ii) the offer aforesaid shall be made by notice specifying the number of Shares offered and limiting a time not being less than fifteen days (or such number of days as may be prescribed under the Act or the Rules made thereunder, or other applicable Law) and not exceeding thirty days from the date of the offer, within which the offer if not accepted, shall be deemed to have been declined;

      Provided that the notice shall be dispatched through registered post or speed post or through electronic mode or courier or any other mode having proof of delivery to all the existing Shareholders at least three days before the opening of the issue, or such other time as may be prescribed under applicable Law;

      (iii) the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the Shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (ii) above shall contain a statement of this right;

      (iv) after the expiry of time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that the person declines to accept the Shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the Members and the Company;

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b) to employees under any scheme of employees' stock option subject to Special Resolution passed by the shareholders of the Company and subject to the Rules and such other conditions, as may be prescribed under applicable Law; or

c) to any persons, if authorized by a Special Resolution, whether or not those persons include the persons referred to in clause (a) or clause (b), either for cash or for a consideration other than cash, in accordance with applicable Law.

2) Nothing in sub-clause (iii) of clause (1)(a) shall be deemed:
   (i) To extend the time within which the offer should be accepted; or
   (ii) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the Shares compromised in the renunciation.
3) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the Debentures issued or loans raised by the Company to convert such Debentures or loans into Shares in the Company.
4) Provided that the terms of the issue of such Debentures or loan containing such an option have been approved before the issue of such Debentures or the raising of loan by a Special Resolution passed by the Members of the Company in a General Meeting.
5) A further issue of Shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.
6) The provisions contained in this Article shall be subject to the provisions of Section 42 and Section 62 of the Act, other applicable provisions of the Act and the Rules and to the extent applicable, any Listing regulations or guidelines.

5. LIEN

1) The Company shall have a first and paramount lien:
   a) on every Share/debenture (not being a fully paid Share/debenture), registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that Share/debenture; and on all Shares (not being fully paid Shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:
   Provided that no equitable interest in any Share shall be created upon the footing and condition that this Article will have full effect. Unless otherwise agreed, the registration of transfer of Shares/ debentures shall operate as a waiver of the Company's lien, if any, on such Shares /debentures
   Provided further that the Board of Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this article.
   b) The company's lien, if any, on a Share (not being fully paid) shall extend to all dividends payable and bonuses declared from time to time in respect of such Shares/debentures.
   c) The fully paid-up shares shall be free from all lien and in the case of partly paid up shares the Company's lien shall be restricted to money called or payable at a fixed time in respect of such shares.
2) The Company may sell, in such manner as the Board thinks fit, any Shares on which the Company has a lien. Provided that no sale shall be made:
   a) unless a sum in respect of which the lien exists is presently payable; or
   b) until the expiration of 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.
3) Authorization:
   a) To give effect to any such sale, the Board may authorise some person to transfer the Shares sold to the purchaser thereof
   b) The purchaser shall be registered as the holder of the Shares comprised in any such transfer.
   c) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
4) Proceeds of Sale:
   a) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
   b) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the Shares before the sale, be paid to the person entitled to the Shares at the date of the sale.

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Company Secretary

6. CALLS ON SHARES

1) The Board may, from time to time, make calls upon the Members in respect of any monies unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.
   Provided that no call shall exceed one-fourth of the nominal value of the Share or be payable at less than one month from the date fixed for the payment of the last preceding call.
2) 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.
3) A call may be revoked or postponed at the discretion of the Board.
4) 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.
5) That option or right to call of Shares shall not be given to any person except without the sanction in General Meetings and the joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
6) If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.
7) 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 Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
8) The Board-
   a) may, subject to the provisions of the Act, 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 beyond the sums actually called for; and
   b) upon all or any of the monies so paid or satisfied in advance, 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. [Nothing contained in this Article shall confer on the Member (i) any right to participate in profits or dividends; or (ii) any voting rights in respect of the moneys so paid by him, until the same would, but for such payment, become presently payable by him. The Board may, at any time, repay the amount so advanced.
9) The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities, including Debentures, of the Company, to the extent applicable.

7. TRANSFER AND TRANSMISSION OF SHARES

1) The Company shall keep a "Register of Transfers" and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any Shares. The Company shall also use a common form of transfer.
2) The instrument of transfer of any Share in the Company shall be executed by or on behalf of both the transferor and transferee.
3) 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.
4) The Board may, subject to the right of appeal conferred by Section 58 of the Act, Section 22A of the Securities Contracts (Regulations) Act, 1956, these Articles and other applicable provisions of the Act or any other law for the time being in force, decline or refuse to register (at its own absolute discretion) –
   a) whether in pursuance of any power of the Company under these Articles or otherwise, to register or acknowledge any transfer of, or the transmission by operation of law of the right to, any securities or interest of a Member in the Company;
   b) the transfer of a Share, not being a fully paid Share, to a person of whom they do not approve; or
   c) any transfer of Shares on which the Company has a lien.

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Company Secretary

5) The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.
Provided that the registration of transfer of any securities shall not be refused on the ground of the transferor being alone or jointly with any other person or persons, indebted to the Company on any account whatsoever except where the Company has a lien on Shares.
No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.

Transmission:

6) 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.
7) Nothing in clause (6) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
8) 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 -
   (a) to be registered himself as holder of the share; or
   (b) to make such transfer of the share as the deceased or insolvent member could have made.
9) 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.
10) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.
11) 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.
12) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
13) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
14) 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:
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.
15) The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

8. DEMATERIALIZATION OF SECURITIES

1) The Company shall issue or allot its securities in dematerialize form only pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any.
2) Subject to the applicable provisions of the Act, the Company shall issue, hold the securities (including Shares) with a Depository in electronic form, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act, 1996.
3) Securities in Depositories to be in fungible form:
All securities held by a Depository shall be dematerialized and be held in fungible form. Nothing contained in Sections 88, 89 and 186 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owners.
4) Rights of Depositories & Beneficial Owners:

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a) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of securities on behalf of the Beneficial Owner.
b) Save as otherwise provided in (a) above, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
c) Every person holding Shares of the Company and whose name is entered as the Beneficial Owner in the records of the Depository shall be deemed to be a shareholder of the Company.
d) The Beneficial Owner of securities shall, in accordance with the provisions of these Articles and the Act, be entitled to all the rights and subject to all the liabilities in respect of his securities, which are held by a Depository.

5) Register and Index of Beneficial Owners:
The register and index of Beneficial Owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be a register and index of Members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India a register resident in that state or country.

6) Service of Documents:
Notwithstanding anything contained in the Act or these Articles to the contrary, where securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of hard drives.

7) Transfer of Securities:
a) Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of securities effected by transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.
b) In the case of transfer or transmission of Shares or other securities where such Shares or securities are being held in any electronic or fungible form in a Depository, the provisions of the Depositories Act, 1996 shall apply.

8) Allotment of Securities dealt with in a Depository:
Notwithstanding anything in the Act or these Articles, where securities are dealt with by a Depository, the Company shall intimate the details of allotment of relevant securities thereof to the Depository immediately on allotment of such securities.

9) Certificate Number and other details of Securities in Depository:
Nothing contained in the Act or these Articles regarding the necessity of having certificate number/distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.

10) Provisions of Articles to apply to Shares held in Depository:
Except as specifically provided in these Articles, the provisions relating to joint holders of Shares, calls, lien on Shares, forfeiture of Shares and transfer and transmission of Shares shall be applicable to shares held in Depository so far as they apply to Shares held in physical form subject to the provisions of the Depositories Act, 1996.

11) Depository to furnish information:
Every Depository shall furnish to the Company information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by Act and the Company in that behalf.

12) Overriding effect of this Article:
Provisions of this Article will have full effect and force not withstanding anything to the contrary or inconsistent contained in any other Articles.

9. FORFEITURE OF SHARES

1) If a Member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
2) The notice aforesaid shall:
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
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.

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3) If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
4) Sale of forfeited shares:
   a) A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
   b) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
5) Liability of Member in respect of forfeited Shares:
   a) A person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the Shares.
   b) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the Shares.
6) Sale of Forfeited Shares:
   a) 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;
   b) The Company may receive the consideration, if any, given for the Share on any sale or disposal thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed of;
   c) The transferee shall thereupon be registered as the holder of the Share; and
   d) The transferee shall not be bound to see 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.
7) The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

10. ALTERATION OF CAPITAL

1) 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.
2) Subject to the provisions of section 61 of the Act, the Company may, by Ordinary Resolution;
   a) consolidate and divide all or any of its Share capital into Shares of larger amount than its existing Shares;
   b) convert all or any of its fully paid-up Shares into stock, and reconvert that stock into fully paid-up Shares of any denomination;
   c) sub-divide its existing Shares or any of them into Shares of smaller amount than is fixed by the Memorandum;
   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

16) Where Shares are converted into stock;

   a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the Shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit;
   Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the Shares from which the stock arose.
   b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards 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; and

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Company Secretary

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.

17) The Company may, by Special Resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law;
   a) it Share Capital;
   b) any capital redemption reserve account; or
   c) any share premium account.

11. TERMS OF ISSUE OF DEBENTURES OR OTHER SECURITIE

Any bonds, Debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a discount, premium or otherwise by the Company and may be issued and shall with the consent of the Board be issued upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company, and on the condition that they or any part of them may be convertible into Equity Shares of any denomination, and with any privileges and conditions as to the redemption, surrender, allotment of Shares, attending (but not voting) in the General Meeting or postal ballot, appointment of Directors or otherwise. Provided that Debentures with rights to allotment of or conversion into Equity Shares shall not be issued except with, the sanction of the Company in General Meeting accorded by a Special Resolution.

12. CAPITALISATION OF PROFITS

1) The Company in General Meeting may, upon the recommendation of the Board, resolve;
   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
   b) that such sum be accordingly set free for distribution in the manner specified herein below in sub-clause (c) as amongst the Members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
   c) The sum aforesaid shall not be paid in cash but shall be applied, either in or towards:
      (i) paying up any amounts for the time being unpaid on any Shares held by such Members respectively;
      (ii) paying up in full, un-issued Shares of the Company to be allotted, distributed and credited as fully paid-up, to and amongst such Members in the proportions aforesaid;
      (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-cluse (ii).
   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;
   e) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
2) Whenever such a resolution as aforesaid shall have been passed, the Board shall;
   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
   b) generally do all acts and things required to give effect thereto.
3) The Board shall have power to authorise any person to enter, on behalf of all the Members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further Shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing Shares.
4) Any agreement made under such authority shall be effective and binding on such Members.

13. BUY-BACK OF SHARES

Notwithstanding anything contained in these Articles but subject to the provisions of sections 68 to 70 of the Act 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.

For LOHIA CORP LIMITED

Company Secretary

14. GENERAL MEETINGS

1) All General Meetings other than Annual General Meeting shall be called Extraordinary General Meeting.
2) The Board may, whenever it thinks fit, call an Extraordinary General Meeting.
3) 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.

15. PROCEEDINGS AT GENERAL MEETINGS

1) 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.
2) Save as otherwise provided herein, the quorum for the General Meetings shall be as provided in section 103 of the Act.
3) The chairperson, if any, of the Board shall preside as Chairperson at every General Meeting of the Company.
4) 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.
5) 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.

16. ADJOURNMENT OF MEETING

1) 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.
2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
3) 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.
4) 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.

17. VOTING RIGHTS

1) 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.
2) A Member may exercise his vote at a meeting by electronic means in accordance with section 108 of the Act and shall vote only once.
3) Joint Holders:
   a) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
   b) For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.
4) A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
5) Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
6) No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of Shares in the company have been paid.
7) Objection:
   a) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
   b) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

For LOHIA CORP LIMITED

Company Secretary

18. PROXY

1) 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.
2) An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105 of the Act.
3) A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Shares in respect of which the proxy is given.
   Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

19. BOARD OF DIRECTORS

1) Unless otherwise determined by General Meeting, the number of Directors shall not be less than three (3) and not more than fifteen (15), and at least one (1) Director shall be resident of India in the previous year. Provided that subject to the provisions of the Act, the Company may appoint more than fifteen (15) Directors after passing a Special Resolution. The First Directors of the Company shall be:
   a) Mr. Anupam Agarwal
   b) Mr. Kamal Kumar Kejriwal
   c) Mr. Alok Saxena

2) Remuneration of Directors:
   a) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day;
   b) 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;
   c) In attending and returning from meetings of the Board of Directors or any committee thereof or General Meetings of the company; or
   d) In connection with the business of the Company.
3) The Board may pay all expenses incurred in getting up and registering then Company.
4) The Company may exercise the powers conferred on it by section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
5) 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.
6) 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.
7) Appointment & Number of Directors:
   a) Subject to the provisions of section 149 of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the Directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
   b) Such person shall hold office only up to the date of the next Annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

20. PROCEEDINGS OF THE BOARD

1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

For LOHIA CORP LIMITED

Company Secretary

2) A Director may, and the manager or secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.
3) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
4) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
5) 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.
6) Election of Chairperson for Board Meetings:
   a) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
   b) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their Members to be Chairperson of the meeting.
7) Delegation of Powers:
   a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such Member or Members of its body as it thinks fit.
   b) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
8) Chairperson of the Committee Meeting:
   a) A committee may elect a Chairperson of its meetings.
   b) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within 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.
9) Board Committee Meetings:
   a) A committee may meet and adjourn as it thinks fit.
   b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the Members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
10) 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.
11) Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the Members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

21. CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

1) Subject to the provisions of the Act;
   a) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
   b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
2) A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

22. DIVIDENDS AND RESERVE

1) The Company in a General Meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.

For LOHIA CORP LIMITED

Company Secretary

2) Subject to the provisions of section 123 of the Act, the Board may from time to time pay to the Members such interim dividends as appear to it to be justified by the profits of the Company.
3) 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, thinks fit.
4) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
5) 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.
6) No amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this Article as paid on the Share.
7) 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.
8) 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.
9) Mode of Payment:
   a) 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.
   b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
10) 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.
11) 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.
12) No unclaimed or unpaid dividend shall be forfeited by the Board before the claim becomes barred by law.
13) Where the Company has declared a dividend but which has not been paid or claimed within thirty days from the date of declaration, the Company shall within seven days from the date of expiry of the said period of thirty days, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of thirty days, to a special account to be opened by the Company in that behalf in any scheduled bank. Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the fund known as Investor Education and Protection Fund established under Section 125 of the Act, subject to the provisions of the Act. Any person claiming to be entitled to an amount may apply to the authority constituted by the central government for the payment of the money claimed.
14) No dividend shall bear interest against the Company.

23. ACCOUNTS

1) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of Members not being directors.
2) 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.

24. WINDING UP

1) Subject to the provisions of Chapter XX of the Act and rules made thereunder;

For LOHIA CORP LIMITED

Company Secretary

a) 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.
b) 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.
c) 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.

25. INDEMNITY

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.

26. MANAGING DIRECTOR(S) AND/OR WHOLE TIME DIRECTORS

1) The Board may from time to time appoint one or more of the Directors to the office of the managing director and/ or whole-time directors for such term and subject to such remuneration, terms and conditions as they may think fit.
2) The Directors may from time to time resolve that there shall be either one or more managing directors and/ or whole-time directors.
3) In the event of any vacancy arising in the office of a managing director and/or whole-time director, the vacancy shall be filled by the Board of Directors subject to the approval of the Members.
4) If a managing director and/or whole-time director ceases to hold office as Director, he shall *ipso facto* and immediately cease to be managing director/whole time director.
5) The managing director shall not be liable to retirement by rotation as long as he holds office as managing director.
6) The managing director as appointed by the Board may also hold the post of Chairman of the Company at the same time and the person so appointed may be designated as Chairman & Managing Director of the Company.

27. SECRECY CLAUSE

No Member shall be entitled to inspect the Company's works without the permission of the managing director/Directors or to require discovery of any information respectively and detail of the Company's trading or any matter which is or may be in the nature of a trade secret, history of trade or secret process which may be related to the conduct of the business of the Company and which in the opinion of the managing director/Directors will be inexpedient in the interest of the Members of the Company to communicate to the public.

28. OVERRIDING CLAUSE

At any point of time from the date of adoption of these Articles, if the Articles are or become contrary to the provisions of the Listing Regulations or of the Act or any other applicable laws, rules or regulations including bye laws of the Stock Exchanges the provisions of such laws shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the laws, from time to time.

29. GENERAL POWER

Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its Articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

For LOHIA CORP LIMITED

Company Secretary

SUBSCRIBER DETAILS

Sl. No.	Name of Subscriber DIN/PAN/ Passport number	Description, address and occupation, if any	No. of Equity Shares taken by each Subscriber	Signatures of Subscriber	Signature, Name, Description, Address & Occupation of witness to the signature of Subscriber
1.	Alok Saxena 09416779	117/O/143, Geeta Nagar, Naveen Nagar, Kanpur -208025 Uttar Pradesh, India (Service)	2000 (Two Thousand)	Sd/-	Sd/ Adesh Tandon FCS Membership No. 2253 811, 8th Floor, KAN Chambers, 14/113, Civil Lines, Kanpur -208001 Practicing Company Secretary
2.	Anupam Agarwal, 00214813	Flat No. 1104 T-3, Emerald Garden, 7/102, Swaroop Nagar, Kanpur -208002 Uttar Pradesh, India (Service)	2000 (Two Thousand)	Sd/-	
3.	Kamal Kumar Kejriwal 09243129	Cinema More, Jamuria Hut, Jamuria M, Barddhaman West Bengal - 713336, India (Service)	2000 (Two Thousand)	Sd/-	
4.	Hema Singh CLGPS8060M	127/453, S Block, Vinobha Nagar, Near Juhi Depot Chauraha, Juhi Colony Juhi, Kanpur -208014 Uttar Pradesh, India (Service)	1000 (One Thousand)	Sd/-	
5.	Abhay Singh Pratap 07995216	9/48 BNSD Shiksha Nikaten, Benajhabar Kanpur -208002 Uttar Pradesh, India (Service)	500 (Five Hundred)	Sd/-	
6.	Deepali Singh FLIPS3321G	LIG 74, Dayanand Vihar, Kalyanpur Behind Ram Chandra Mission Ashram Juhi, Indira Nagar Kanpur -208026 Uttar Pradesh, India (Service)	500 (Five Hundred)	Sd/-	
7.	Nem Chand Sharma 07099048	673, Opposite Jalvayu Vihar Sector-31, Farrukhnagar Gurgaon Haryana -122001, India (Service)	2000 (Two Thousand)	Sd/-	
			10000 (Ten Thousand only)		

Dated this 31st day of May 2023.
Place: Kanpur

For LOHIA CORP LIMITED

Company Secretary