

**(THE COMPANIES ACT, 2013)**  
**(COMPANY LIMITED BY SHARES)**  
**UNDER SECTION 8 OF THE COMPANIES ACT, 2013**

**ARTICLES OF ASSOCIATION**  
**OF**  
**PROTHISEBHA SOCIAL & HEALTHCARE FOUNDATION**

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

**INTERPRETATION**

2. The Regulations contained in Table ‘F’ in Schedule 1 to the Act as amended from time to time in so far as they are applicable to a private limited company and so far, as they are not modified or altered by Articles hereinafter provided, shall apply to this Company.
3. In the interpretation of these Articles, the following expressions shall have the following meanings, unless repugnant to the subjects or context.

“The Company” or this company means **“PROTHISEBHA SOCIAL & HEALTHCARE FOUNDATION”**

Memorandum & Articles “” means the Memorandum of Association and Articles of Association respectively of the Company.

“Director(s)” means the Director(s) for the time being of the Company and includes any person occupying the position of Director by whatever name called or the Director assemble at a meeting of the Board of Directors except where the context otherwise requires for those Articles shall mean the Board of Directors of the Company, or a properly constituted committee thereof.

“The Office” means the Registered Office for the time being of the company.

“The Registrar “means the Registrar of Companies.

“Seal” means the common seal of the Company.

“Month” means Calendar Month.

"Year" means April to March of any Financial Year.

“Proxy” includes Attorney duly constituted under a power of attorney.

“The Board” means the Director(s) for the time being in the company and includes any person occupying the position of a Director by whatever name called or the Director assemble at a meeting of the Board of Directors.

“Member” means a member of the Company who has duly subscribed to the shares of the company and after due approval of the Board of Directors of the Company from time to time and who continues to be a member for the time being.

“In Writing or Written” includes printing, lithography, and other modes of Reproducing works in a visible form, which also include thumb impression properly attested.

Words importing persons includes corporation, Firms and Association.

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

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

#### **PRIVATE COMPANY**

4. (a) This Company is incorporated under Section 8 of Companies Act, 2013 and is registered as “Private Limited” Company.

The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and it defines the Private Company. The “private company” means a company having a minimum paid-up share capital of rupees Two or such higher paid-up share capital as may be prescribed, and which by its articles—

- i. restricts the right to transfer its shares;
- ii. except in case of One Person Company, limits the number of its members to two hundred;
- iii. Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member;
- iv. Provided further that—
  - (A) persons who are in the employment of the company; and
  - (B) persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased,
- v. shall not be included in the number of members; and
- vi. prohibits any invitation to the public to subscribe for any securities of the company;

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

## **SHARE CAPITAL**

5. The authorized Share capital of the company shall be as mentioned in Clause 8 of the Memorandum of Association of the Company

## **SHARES & CERTIFICATES**

### **6. Allotment of shares**

- a) Subject to the provisions of these articles, shares in the capital of the Company for the time being shall be under the absolute control of the Board of Directors who may allot or otherwise dispose of the same or any of them to such persons on such terms and conditions and at such times and at par or subject to the provisions relating to discount as provided in the Act and as the Board may think fit.
- b) Notwithstanding anything contained in this Article, where securities are dealt with in a Depository, the Company shall intimate the details of allotment of securities to Depository immediately on allotment of such Securities.

### **7. Register and Index of Members**

The Company shall cause to be kept at its Registered Office or at such other place as may be decided, Register and Index of members in accordance with the applicable provisions of the Act and the Depositories Act, 1996 with details of shares held in physical and dematerialized forms or in any media as may be permitted by law including in any form of electronic media. The Register and index of beneficial owners maintained by a Depository under the applicable provisions of the Depositories Act, 1996 shall also be deemed to be the Register and index of members for the purpose of this Act. The Company shall have the power to keep in any state or country outside India, a Register of Members for the residents in that state or country.

## **TRANSFER**

8. The Board of Directors may, subject to the right of appeal conferred by Section-58, decline to register any transfer of shares or debentures in the following cases:
- a) The transfer of shares or debentures to a person who have not been approved by the Board of Directors.
  - b) Any transfer of shares on which the Company has a lien.
9. The Board may decline to recognize any instrument of transfer unless-
- a) The instrument of transfer is in the form prescribed in rules made under sub-section(1) of Section 56:

- b) The instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer: and
  - c) The instrument of transfer is in respect of only one class of shares.
10. Subject to provisions, Shares or Debentures held by a member or debenture holder as the case may be, may be transferred to his legal heirs or any other existing shareholder or debenture holder of the Company and shall not be transferred to any other person other than those as aforesaid.
11. In case of transfer of all or any part of the shares in or debenture of the Company, to any person or persons excepting those provided in Article 9 above, a transferor shall intimate the Company in writing of his intention to do so, specifying clearly therein the name and address both present and permanent, and description of the proposed transferee and the Company, on receipt of such intimation of the transferor, shall hold meeting of Board of Directors to consider the matter of such transfer, within a period of 60 days from the date of receipt of such intimation letter from the transferor and the Board of Directors shall be at liberty either to take in such transferee as a member or debenture holder or arrange the transfer to any member or debenture holder of the Company as the case may be or any other person and in such manner as the Board of Directors may approve and prescribe.
12. The instrument of transfer of any shares or debentures of the Company shall be executed both by the transferor and the transferee and the transferor shall remain the holder of the shares or debentures so transferred until the name of the transferee is registered in the Register of Members or in the Register of Debenture Holders.
13. Every instrument of transfer shall be left at the office of the Company along with the original certificate of shares or debentures of the Company to be transferred and the transfer may be registered.

### **TRANSMISSION**

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

### **INCREASE, DECREASE & ALTERATION OF CAPITAL**

15. The Company may, from time to time, by Ordinary Resolution alter the conditions of the Memorandum of Association as follows:
- a) Increase the share capital by such amount, to be divided into share of such amount as maybe specified in the resolution, subject to the prior approval of Central government.
  - b) Consolidate and divide all or any of its shares of larger amount than its existing shares.
  - c) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum, and/or Articles of Association, so however, that in the sub-division, the proportion

between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced shares is derived; and

- 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.
  - e) Convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid up shares of any denomination.
16. The Company may, subject to applicable provisions of the Act, and any other consent required under applicable laws, from time to time, by special resolution reduce in any manner:
- a) its Share capital
  - b) any Capital redemption reserve fund or

## **GENERAL MEETING**

### **17. ANNUAL GENERAL MEETING**

The first annual general meeting, shall be held within a period of nine months from the date of closing of the first financial year of the company and in any other case, within a period of six months, from the date of closing of the financial year unless an extension of time (by a period not exceeding three months) is obtained from the Registrar of Companies as provided in the Companies Act 2013. Provided that not more than fifteen months shall elapse between the date of one annual general meeting of a company and that of the next.

### **18. NOTICE OF MEETING**

A general meeting of the Company may be called by giving not less than 14 clear days' notice inwriting, which should be sent to the members of the Company entitled to receive such notice, provided however, a General Meeting may be called after giving shorter notice if consent is accorded, in case of Annual General Meeting by all the members entitled to vote thereat and incase of any other meeting, by members of the Company holding not less than 95% of such part of the paid-up share capital of the Company as gives right to vote at the meeting. Accidental omission to give notice to or the non-receipt of such notice by any member shall not invalidate the proceeding held at any Meeting

### **19. EXTRA ORDINARY GENERAL MEETING**

- a) All General Meetings other than the Annual General Meetings shall be called Extra-Ordinary General Meetings.
- b) The Board of Directors may, whenever it thinks fit, call an Extra Ordinary General Meeting.
- c) If at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or two members of the Company may call an Extra Ordinary General Meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board of Directors.

## **20. CHAIRMAN**

The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company, including Annual General Meetings.

## **VOTES OF MEMBERS**

### **21. Voting rights of the members shall be:**

- a) On a show of hands, every member holding equity shares and present in person shall have one vote.
- b) On a poll, voting rights of members shall be, in proportion to their holding of shares in the paid-up equity capital of the Company.

### **22. In case of joint-holders, the vote of the senior who renders a vote, whether in person or by proxy shall be accepted to the exclusion of the vote of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.**

### **23. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.**

## **PROXIES**

### **24. Restriction to vote/ Proxy to vote on Poll**

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

## **DIRECTORS**

### **25. Number of Directors**

Until otherwise determine by a special resolution, the number of Directors of the Company shallnot be less than two and more than fifteen.

### **26. First Directors**

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

- A. INDRAJIT JANA**
- B. SARBANI SARKAR JANA**
- C. BABU SONA**

### **27. Additional Director or filling casual vacancy**

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

**28. Alternate Director**

The Board may appoint any person as alternate director to act for a director during his absence for a period of not less than three months from the state in which meetings of the Board are ordinarily held and such alternate director shall ipso facto vacate office if and when the absentee director returns to the state in which meetings of the Board are ordinarily held, or if the absentee director vacates office as a director.

**29. Qualification Share**

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

**30. Directors not to retire by rotation**

Directors shall not be required to retire by rotation.

**31. Remuneration to Director**

If a Director, being willing, shall be called upon to perform extra services, or to make any special exertions for any of the purposes of the Company, the Company may remunerate him by monthly payment or by a fixed sum or otherwise and such remuneration may be either in addition to or in substitution for his share in remuneration provided for a Director and also pay him any costs for traveling and other incidental charges as the Company may think fit.

**32. Meeting of Directors**

At least once in every three months or earlier as may be deemed necessary, the Directors shall meet together for dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.

**33. Chairman**

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

**34. Quorum**

The quorum for a meeting of the Board of Directors shall be two Directors personally present.

**35. Casting Vote**

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

**36. Committee of Directors**

The Board of Directors may delegate any of their powers to such committee and the committee shall in the exercise of the power so delegated conform to any regulation that may from time to time be imposed on them by the Board of Directors subject to the provisions of the Act.

**37. Resolution by circulation**

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

in India and has been approved by such of them as are then in India or by a majority of such of them as are then in India or by a majority of such of them as are entitled to vote on the resolution.

**38. Minutes**

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

**39. Director's sitting fee**

The Board of Directors shall not be entitled to any sitting for attending the Board meetings of the Company.

**40. Managing Director**

Subject to the provisions of the Act, the Company may from time to time appoint one or more of their body to the office of Managing Director(s) in-charge for such period and on such terms and with such powers and at such remuneration (whether by way of salary) as they think fit and may remove or dismiss him or them from office and appoint another or others in his/ their place or places.

**41. Powers of Board**

Subject to the provisions of the Act, the Board of Directors of the Company shall be entitled to exercise such powers and do such acts and things as the Company is authorized to exercise and do, provided that the Board of Directors shall not exercise any power or do any act or thing which is directed or required, whether by the Act, or any other law for the time being in force or by the Memorandum or Articles of Association of the Company or otherwise to be exercised or done by the Company in General Meeting Provided further that in exercising any such power or doing any such act or thing, the Board of Directors shall subject to the provisions contained in that behalf in the Act, or any other law for the time being in force or in the Memorandum and Articles of Association of the Company or in any regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in General Meeting provided however, that no regulation made by the Companying General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

- 42.** No Directors shall be disqualified from his office by contracting with the Company nor shall any such contract or any contract into by or on behalf of the Company in which any Director shall be in any way interested, be void nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by reason only of such Director holding that office or of the fiduciary relations established but it is declared that to the extent it is required under the provisions of the Act, the nature of his interest must be disclosed by him at the Director's Meeting at which the contract is considered if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest.

**POWERS & DUTIES OF DIRECTORS**

- 43.** Without prejudice to the general powers conferred by the foregoing clauses, the Board of Directors shall exercise the following powers amongst others:



- a) The Board of Directors may pay all charges, expenses incurred in respect of formation, promotion, establishment and incorporation of the Company under the Act, as well as its registration under any other rules or bye-laws having the force in law.
  - b) The Board of Directors may from time to time, by power of attorney under the Company's Seal, appoint any person/s to be attorney of the Company for any purpose.
  - c) All cheques, Bills of Exchange, Promissory Notes and other Negotiable Instruments or other instruments of similar nature relating to the operations and transactions of the Company, shall be signed by any one or more of the Directors, as may be decided by the Board of Directors but the authority so conferred may be revoked at any time by the Board of Directors.
  - d) The Board of Directors may invest and deal with any moneys of the Company not immediately required upon such securities and in such manner as they think fit.
  - e) The Board of Directors or the Managing Director/Whole Time Director/Executive Director/Director-in-charge if, so authorized by the Board of Directors may refer any matter relating to the transactions of the Company to arbitration and the decision of the Arbitrator(s), if accepted by the Board of Directors would be binding on the Company.
  - f) The Board of Directors may from time to time secure the payment of such money in such manner and upon such terms and conditions as it may think fit and in particular by the issue of Debenture or Bonds of the Company, by mortgage or charge of all or any part of the property of the Company and of its uncalled capital for the time being.
- 44.** Any Shares, Debentures, Securities may be issued at par or otherwise and with special privileges as to the redemption, surrender, drawings, allotment of Shares, voting rights at General Meetings of the Company and otherwise.

## **ACCOUNTS & AUDIT**

- 45.** The Board of Directors shall cause to maintain proper books of accounts with respect to:
- a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
  - b) All sales and purchases of goods by the Company.
  - c) The assets and liabilities of the Company.
- 46. Place where Books of Accounts to be kept**  
The books of accounts shall be kept at the Registered Office of the Company or at such place in India as the Board of Directors shall think fit.
- 47. Inspection**  
The books of accounts shall be open to inspection by any Director during the business hours and entries thereof shall be checked and verified at least once in every year by one or more or all Directors.

#### **48. Statutory Auditors**

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

### **MINUTES**

#### **49. Minutes of Meeting**

a) The minutes of all proceeding of every General Meeting or the Board of Directors or committee of the Board of Directors shall be kept by making entries in the minute books within thirty days of conclusion of the meeting.

b) The pages of the minute book shall be consecutively numbered.

c) Each page of the minute books shall be initialed or signed and the last page of the record of proceedings shall be dated and signed.

(i) In case of a meeting of the Board of Directors or committee of Board of Directors, by the Chairman of the said meeting or the next succeeding meeting, and

(ii) In case of General Meeting, by the Chairman of the same meeting within aforesaid 30days or in the event of death of or inability of the Chairman, by a Director duly authorized by the Board of Directors.

d) The minutes shall not be pasted or otherwise attached to the minute books.

e) All appointments of officers made at any of the meetings shall be included in the minutes of the meetings.

f) In case of a meeting of the Board of Directors or a committee of Board of Directors, the minutes shall also contain:

(i) The names of the Directors present at the meeting, and

(ii) In case of each resolution passed at the meeting, the names of Directors, if any dissenting from or not concurring in the resolution.

g) The minutes of each meeting shall contain a fair and correct summary of the proceedin thereat, provided that no matter need be included in any such minutes which the Chairman of the meeting is having the option and:

(i) Is, or could reasonably be regarded as defamatory of any person or

(ii) Is irrelevant or immaterial to the proceedings or

(iii) Is detrimental to the interests of the Company.

### **DIVIDENDS AND RESERVE**

**50.**The Company shall not declare and distribute any dividend to its members.

### **THE SEAL**

**51.** The Board of Directors shall provide a Seal for the Company and for safe custody thereof. The Seal of the Company shall not be affixed to any instrument except by authority of a resolution of the Board of Directors

and except in the presence of a Director and the said Director, shall sign every instrument to which the Seal of the Company is so affixed in his presence.

### **INDEMNITY**

- 52.** Subject to the provisions of Section 206 of the Companies Act, 2013 the chairman, directors, auditors, managing directors and other officer for the time being of the company and any trustees for the time being acting in relation to any of the affairs of the company and their heirs and executors, shall indemnified out of the assets and funds of the company from or against all the Bonafede suits ,proceedings ,costs, charges, losses, damages and expense which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duties in their respective offices except those done through their willful neglect or default.

### **WINDING UP**

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

### **SECRECY**

**54. Directors, officers etc. to maintain secrecy**

Every Director, Manager, Trustee for the Company, Member or Debenture holders, Member of Committee, officer, servant, agent, accountant or other person employed in or about the business of the Company shall, if so required by the Board of Directors before entering upon his duties, sign a declaration pledging all transactions of the Company with his customers and state of accounts with individuals and in matters relating thereto, and shall subject to such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board of Directors or by a Court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles. We, the several persons whose names, addresses, descriptions and occupations are hereunto subscribed are desirous of being formed into a company not for profit, in pursuance of this Article of Association.

We, the several persons, whose names, addresses and descriptions are subscribed below, are desirous of being formed into a company in pursuance OF THIS **ARTICLE OF ASSOCIATION**.

Names, Addresses and Description	Signature of Subscribers	Names, Addresses and Description Witnesses
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<p><b>INDRA JIT JANA ,</b></p> <p><b>C/O RADHESHYAM JANA ,</b></p> <p><b>R/ O S/O RADHA SHYAM JANA,</b>  <b>PASCHIM MAMUDPUR,</b>  <b>TAKIMAMUDPUR, NORTH 24</b>  <b>PARGANAS, WEST BENGAL,</b>  <b>743435.</b></p> <p><b>OCCUPATION- BUSINESS</b></p> <p><b>SARBANI SARKAR JANA ,</b></p> <p><b>C/O SWAPAN SARKAR ,</b></p> <p><b>R/O W/O INDRAJIT JANA,</b>  <b>NEAR HIGH SCHOOL, PASCHIM</b>  <b>MAMUDPUR, NORTH 24</b>  <b>PARGANAS, WEST BENGAL</b>  <b>743435.</b></p> <p><b>OCCUPATION- BUSINESS</b></p> <p><b>BABUSONA DAS ,</b></p> <p><b>C/O MEGHNATH DAS ,</b></p> <p><b>R/O SAKENDARNAGAR,</b>  <b>NORTH 24 PARGANAS,</b>  <b>SECONDRANAGAR, WEST</b>  <b>BENGAL 743424 .</b></p> <p><b>OCCUPATION- BUSINESS</b></p>		<p>I witness to all subscriber(s), who have subscribed and signed in my presence on 24 /01 /2025 at WEST BENGAL; further I have verified their Identity details (ID) for their identification and satisfied myself of their identification particulars as filled in.</p> <p>Signature</p> <p>Name- SANJAY PUNJABI S/O GYANCHAND PUNJABI</p> <p>Address: 34 SHANTI NAGAR</p> <p>Occupation: Practising CHARTERED ACCOUNTANT</p> <p>Membership No. 420005</p> <p>DATE- 24/01 /2025 PLACE- WEST BENGAL.</p>
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Date: 24/01/2025

Place: WEST BENGAL