

Certificate of Incorporation Consequent upon conversion to Public Limited Company



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Jaipur

G/6-7, Second Floor Residency Area, Jaipur, Rajasthan, India, 302001

Corporate Identity Number: U31300RJ2007PLC024139

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF DYNAMIC CABLES PRIVATE LIMITED

I hereby certify that DYNAMIC CABLES PRIVATE LIMITED which was originally incorporated on Third day of April Two thousand seven under the Companies Act, 1956 as DYNAMIC CABLES PRIVATE LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Jaipur vide SRN G50952308 dated 22.08.2017 the name of the said company is this day changed to DYNAMIC CABLES LIMITED.

Given under my hand at Jaipur this Twenty second day of August Two thousand seventeen.



ANIL YADAV

Authorizing Officer

Registrar of Companies

RoC - Jaipur

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

DYNAMIC CABLES LIMITED

F-260, ROAD NO. 13, VKI AREA, JAIPUR, Rajasthan, India, 302013





सत्यमेव जयते

प्रारूप 1

पंजीकरण प्रमाण-पत्र

कार्पोरेट पहचान सं U31300RJ2007PTC024139

2007-2008

मैं एतद्वारा प्रमाणित करता हूँ कि आज मैसर्स
DYNAMIC CABLES PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम, 1956 (1956 का 1) के अन्तर्गत आज किया जाता है और यह कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक तीन अप्रैल दो हजार सात को मेरे हस्ताक्षर से जयपुर में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U31300RJ2007PTC024139 2007-2008

I hereby certify that **DYNAMIC CABLES PRIVATE LIMITED** is this day incorporated under the Companies Act, 1956 (No.1 of 1956) and that the Company is Limited.

Given under my hand at JAIPUR this **THIRD** day of **APRIL** TWO THOUSAND SEVEN.



Sd/-

(बी. सी. मीणा)

(B. C. MEENA)

कम्पनी रजिस्ट्रार

Registrar of Companies

राजस्थान, जयपुर

Rajasthan, JAIPUR

**MEMORANDUM
AND
ARTICLES
OF
ASSOCIATION**

OF

DYNAMIC CABLES LIMITED

**The company has been converted into public limited company from Private Limited Company by passing
special resolution of E.G.M. held on 16.08.2017**

The Companies Act, 2013
(Company limited by Shares)
MEMORANDUM OF ASSOCIATION
OF
DYNAMIC CABLES LIMITED*

(A Company under Part IX of the Companies Act, 1956)

DEED OF PARTNERSHIP ON 30/12/1995 AND ENTERED ON THIS 1st DAY OF JANUARY, 2007
AMONGST

- 1- SHRI RAHUL MANGAL** S/o Late Shri K. M. Mangal, aged about 34 years, residing at A-30, Subhash Nagar, Jaipur, here inafter referred to as the party hereto of the first part (which expression shall unless exclude by or repugnant to the subject or context be deemed to include his heirs, administrators, executors, legal representatives and assings) of the FIRST PART.
- 2- SHRI ASHISH MANGAL** S/o Late Shri K. M. Mangal, aged about 31 years, residing at A-30, Subhash Nagar, Jaipur, here inafter referred to as the party hereto of the second part (which expression shall unless exclude by or repugnant to the subject or context be deemed to include his heirs, administrators, executors, legal representatives and assings) of the SECONC PART.
- 3- SMT. SAROJ MANGAL** W/o Late Shri K. M. Mangal, aged about 54 years, residing at A-30, Subhash Nagar, Jaipur, here inafter referred to as the party hereto of the third part (which expression shall unless exclude by or repugnant to the subject or context be deemed to include her heirs, administrators, executors, legal representatives and assings) of the THIRD PART.
- 4- SMT. MEENAKSHI MANGAL** W/o Rahul Mangal, aged about 32 years, residing at A-30, Subhash Nagar, Jaipur, here inafter referred to as the party hereto of the fourth part (which expression shall unless exclude by or repugnant to the subject or context be deemed to include her heirs, administrators, executors, legal representatives and assings) of the FOURTH PART.
- 5. SMT. SHALU MANGAL** W/o Ashish Mangal, aged about 27 years, residing at A-30, Subhash Nagar, Jaipur, here inafter referred to as the party hereto of the third part (which expression shall unless exclude by or repugnant to the subject or context be deemed to include her heirs, administrators, executors, legal representatives and assings) of the THIRD PART.
- 6. SHRI SAMEER SOMANI** S/o Late Shri O. P. Somani, aged about 37 years, residing at A-25, Subhash Nagar, Jaipur, here inafter referred to as the party hereto of the sixth part (which expression shall unless exclude by or repugnant to the subject or context be deemed to include his heirs, administrators, executors, legal representatives and assings) of the SIXTH PART.
- 7. SHRI SANJAY SOMANI** S/o Late Shri O. P. Somani, aged about 40 years, residing at A-25, Subhash Nagar, Jaipur, here inafter referred to as the party hereto of the seventh part (which expression shall unless exclude by or repugnant to the subject or context be deemed to include his heirs, administrators, executors, legal representatives and assings) of the SEVENTH PART.

*The company has been converted into Public Limited Company from Private Limited Company by passing special resolution of E.G.M. held on 16.08.2017

Where-as the parties hereto First to third part were carrying on business in partnership for manufacturing/trading/exporting of all types of cables, conductors, aluminium wire and allied activities under the name and style of M/s. ASHISH FLUXES AND CHEMICALS with its branch in the name and style of M/s. DYNAMIC ENGINEER with its principal place and business at F-260, Road, No. 13, VKI Area, Jaipur vide deed of partnership dated 30/12/1995 on amended from time to time.

And whears with a view to expand the buisness activities of the partnership this existing parties of first to third part have agrred to admit the parties of fourth to seventh part as partner of the firm and all the parties of first to seventh part have agreed to modify alter certain terms and conditions, to contribute/recalculate the capital required for the business of co-partnership and also to realign/ recalculate their profit sharing tatio of said Co-partnership vide reconsistuted partnership deed dated 01/01/2007.

And whereas all the parties hereto who are the members of the said Co-partnership business, for the sake of smooth working and better and effective management and improvement and advancement of business have agreed that all the members of the partnership of Joint Stock Company (having its meaning as defined by section 566 of the Companies Act 1956) will abide by and be subject to the declaration and regulation contained in Memorandum and Articles of Association as following.

And whereas the parties hereto have mutually adjusted their respective rights and accounts in the said partnership so as to vest as a Company limited by shares and continuing the said business of the firm uninterrpted with all its existing business assets and liabilities and having authorised share capital of 3,00,00,000/- (Rupees Three Crore) divided into 30,00,000 (thirty lacs) Equity Shares of Rs. 10/- (Rupees Ten Only) each.

And whereas the parties hereto in the said partnership of Joint Stock company have mutually settled the share holding of subscribed capital amongst themselves as the members of the said Joint Stock company, in the following manner.

Party Name	Paid up Capital (Amount in Rs.)	% Profit Sharing Ratio	No. of Shares Parties are Entitled to on Registration.
1. SHRIRAHUL MANGAL	1,53,00,000/-	51%	15,30,000
2. SHRIASHISH MANGAL	21,00,000/-	7%	2,10,000
3. SMT. SAROJ MANGAL	1,20,00,000/-	40%	12,00,000
4. SMT. MEENAKSHI MANGAL	1,50,000/-	0.5%	15,000
5. SMT. SHALU MANGAL	1,50,000/-	0.5%	15,000
6. SHRI SAMEER SOMANI	1,50,000/-	0.5%	15,000
7. SHRI SANJAY SOMANI	1,50,000/-	0.5%	15,000
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	3,00,00,000/-	100%	30,00,000
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And whereas the said Joint Stock company has been formed on the principle of having for the members the holders of the aforesaid shares and accordingly the members of the said Joint Stock company are only the persons mentioned herein-above agreed that the said Joint Stock Company be governed by the following regulations and all business , assets and liabilities (including past performances with sahare electricity board and other buyers, past track records, with suppliers like NALCO/BALCO, order in hand BG/LC issued on behalf of firm, pending senders in process, all licences, assestment certificates) of M/s. ASHISH FLUXES AND CHEMICALS with its branch DYNAMIC ENGINEERS shall vest the company and having rgards to the obligation imposed of the company by these present shall be continued and carried at their book value (i.e. total assets and total liabilities) on and from the date of incorporation of the company.

NOW THIS INDENTURE WITNESSETH the each of the parties hereto so far as it relates to the acts and deeds of himself, or herself and his or her legal representatives, heirs, executors, and administrators and also in his, her or their different capacities all hereby covenant and agree among themselves that they and the several persons, if any who shall or may become member of the Company in the manner contained in the Memorandum and Articles of Association to be a Joint Stock Company under the name & style specified in Memorandum and that such Company and the members thereof shall be subject to the declaration and regulation contained in the Memorandum and Articles of Association, And whereas it was proposed to name the Joint Stock company as DYNAMIC CABLES PRIVATE LIMITED, which us approved by the Registrar of companies, Rajasthan, therefore it is now proposed that :

- I.** The name of the Company is DYNAMIC CABLES LIMITED
- II.** The Registered Office of the Company will be situated in the STATE OF RAJASTHAN.
- III.** The objects for which the Company is established are :-
 - A. THE MAIN OBJECTS TO BE PURSUED BY THE CO-PARTNERSHIP (EXISTING JOINT STOCK COMPANY) ON ITS REGISTRATION UNDER THE PROVISION OF THE COMPANIES ACT, 1956 ARE :-**
 - 1.** To carry on by operation of Law under part IX of the Companies Act, 1956, the existing business of partnership firm now being carried on under the name and style of M/s. ASHISH FLUXES AND CHEMICALS and its branch DYNAMIC ENGINEERS, as going concern including all its assets, movable and immovable, rights, debts and liabilities in connection therewith.
 - 2.** To carry on in India or elsewhere the business to manufacture, produce, prepare, extrude, roll, mould, reroll, draw, blend, cost, insulate, manipulate, pack, repack grade, import, export, buy, sale, resale and to acts as agent, broker, contractor, job worker, supplier, provider, collaborator, consignor, consultant, stockiest distributor, trade, C and F agent, del credere agent, or to deal in all kind of cables (including XLPE AB cable, XLPE insulated PVC Sheathed cable, PVC insulated and PVC Sheathed cables) Conductors (including AAAC and ACSR conductors), Aluminium wire (including SE/DPC aluminium wire), Copper wire (including SE/ DPC copper wire) and goods, articles and things, their raw materials, intermediates, substances and consumables such as granuals (PVC/XLPE) coper dist. dausa, aluminium aluminium alloy steel, varnish, craft paper, GE wire, GI strips, PVC tape and other materials and machinery. tools, dies, fixtures, equipment and gauges.

(B) Matters which are necessary for furtherance of the objects specified in above clause III (A) are:—

1. To buy, sell, manufacture, repair, alter and exchange, let or hire, export, import, and deal in all kinds of articles and things which may be required for the purpose of any of the main business in this Memorandum contained or which may seem capable of being profitably dealt with in connection with any of the said business covered in the main object.
2. To advance, deposit, securities and property (not amounting to be business of banking as defined under the Banking Regulations Act, 1949) to or with such persons, firms or bodies corporate as the company may think fit and in particular to customers and others having dealing with the company and on such terms as may deem expedient.
3. To guarantee the payment of money secured by or payable under or in respect of business of the Company.
4. To purchase or otherwise acquire and sell, exchange, surrender, lease, mortgage, charge, convert, hold, turn to account, dispose off and deal in real and personal property, and rights of all kinds and in particular, mines, quarries, land, building, hereditaments, business concerns and undertakings debenture-stocks mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licences, stocks, shares, securities, bonds, policies, bookdebts, and claims, privileges and choose in-action of all kinds, including any interest in real or personal property and any claims, against such property or against any persons or company and to carry on any business, concern or undertaking so acquired in connection with the business of the company.
5. To receive money, securities, valuables of all kinds on deposit or safe custody (not amounting to the business of banking as defined under the Banking Regulation Act, 1949) and to borrow or raise money in such manner as Company shall think fit and in particular by issue of debentures or debenture-stocks (perpetual or otherwise) and to secure the repayment of any money so borrowed, raised or owing by mortgage, charge or lien upon all or any of the Company's property (both present and future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other company or body corporate of and any obligation undertaken by the Company or any other person or Company, as the case may be. Subject to the provision of the Companies Act 2013 and the Rules framed thereunder and directions issued by Reserve Bank of India from time to time as may be applicable.
6. To draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments and to open an account or accounts with any scheduled bank or banks and to pay into and to withdraw money from such account or accounts.
7. To invest and deal with the money of the Company not immediately required in such manner as the Company may deem fit to the attainment of the main objects of the company.
8. To communicate with chambers of commerce and other mercantile and public bodies throughout the world and concern and promote measure for the protection of the trade, industry and person engaged therein.
9. To subscribe to, become a member of, subsidise and co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Company and to procure from and communicate to and such association, such informations may be likely to further the objects of the Company.

10. To build, construct, alter, enlarge, remove, pull down, replace, maintain, improve, develop, work, control and manage any buildings, offices, factories, mills, shops, other works and conveniences which the company may think directly or indirectly conducive to its objects and connected with the main line of business which the company will carry on or advance the interest of the company and to contribute or otherwise assist or take part in the construction, maintenance, development, working control and management thereof and to join with any other person or company doing any of these things.
11. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with all or any part of the property and rights of the company.
12. To vest any real or personal property rights or interest acquired by or belonging to company in any person or company on behalf of or for the benefit of the company and with or without any declared trust in favour of the company.
13. To purchase, take on lease, exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business.
14. To apply for purchase or otherwise acquire, protect and renew in any part of the world, patents, licences, concession, patent rights, trade marks, designs and the like, conferring any exclusive or non-exclusive or limited right to their use, any secret or other information regarding any invention or research 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 develop or grant licence in respect thereof or otherwise turn to account the right of information so acquired and to expend money in experimenting upon, testing or improving any such patents, rights or inventions.
15. To acquire and undertake the whole or any part of the business, property or liabilities of any person, firm or body corporate, carrying on or proposing to carry on any business which the company is authorised to carry on or having property suitable for the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
16. To enter into any arrangements with any Government or any Authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's object and to apply for, promote and obtain any Act of Parliament, privilege, concession, licence or authorisation of the Government or any other authority local or otherwise for enabling the company to carry on any of its objects into effect or for extending any of the powers of the Company and to carry out, exercise and comply with any such Act, privilege, concession, licence or authorisation.
17. To pay for any rights or property acquired by the Company and to remunerate any person, company or public bodies whether by cash payment or by allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
18. To amalgamate, union of interests, co-operation, joint venture or reciprocal concession or for limiting competition with any person, firm or body corporate whether in India or outside or 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 which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company and further to enter into any arrangement or contract with any person, association or body corporate whether in India or outside for technical know-how or for such other purpose that may seem calculated beneficial and conducive to the object of the Company.
19. To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the rights liabilities and properties of the company or for any other purpose which may seem directly calculated to benefit the Company and to place or guarantee, the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company or companies.
20. To lease, let out on hire, mortgage, pledge, hypothcate, sell or otherwise dispose off the whole or any part of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any share of interest therein respectively in such manner and for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other body corporate having objects altogether or in part similar to those of the Company.

21. To establish and equip laboratories and carry on analytical experimental and other work or undertaking and search in relation to the objects of the Company.
22. To pay any premium or salaries and to pay for any property, rights or privileges acquired by the Company or for services rendered or to be rendered in connection with the promotion, formation of or for the business, of the company or for services rendered or to be rendered by any person, firm or body corporate in placing or assisting to place or guaranteeing the placing of any of the shares of the Company or any debentures, debentures-stocks or other securities of the Company or otherwise either wholly or partly in cash or in shares, bonds, debentures or other securities of the Company and to issue any such shares either as fully-paid up or with such amount credited as paid up thereon as may be agreed upon and to charge any such bonds, debentures or other securities upon all or any part of the property of the Company.
23. To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company and to take into consideration and to approve and confirm all acts, deeds and things that may be done or entered into with any person, firm or body corporate by the promoters of the company and further to enter into any agreement, arrangement or contract with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company.
24. To adopt such means of making known the product, business and interest of the Company as it may deem expedient and in particular by advertising in the press, radio, television and cinema, by circulars, by purchase construction and exhibitions of work of art or general interest, by publication of books and by granting prizes, rewards and donations subjects to the provisions of law.
25. To procure the company to be registered or recognised in any part of the world outside the Union of India.
26. To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or non-contributory pension or superannuation fund and to give or procure the giving of donations, gratuities, pension, allowance, emoluments, bonus, profit, sharing bonus, benefits or any other payment to any person who are or were at any time in the employment or service of the Company or its predecessors in business or of any company which is a subsidiary of the company or is allied to or associated with the company or any such subsidiary or who are or were at any time Directors or officers of the Company or any of such other company as aforesaid and the wives, widows, families, dependents or connections of any such person and to provide for the welfare of all or any of the aforesaid person from time to time by subscribing, subsidising or contributing to any institutions, associations, funds, clubs, trusts profits sharing or other schemes and by building or contributing to the building of dwelling houses or quarters and by providing, subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and to make payment to or towards the insurance of any such person as aforesaid and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
27. To aid peculiarly or otherwise any association, body or movement having for its objects any solution, settlement or surmounting of industrial labour problems or the promotion of industry or trade.
28. To subscribe in or donate to or guarantee money for national philanthropic, benevolent, public, general or useful object, fund or organisation, association or institution or for any exhibition or for any purpose which may be likely directly or indirectly to further the object of the Company or the interest of its members subject to the provisions of the Companies Act, 2013
29. To make arrangements with persons engaged in any trade, business or profession for the concession to the company's members, ticket-holders and their friends, of any special rights, privileges and advantages and in particular in regard to the supply of goods.
30. On winding up of the company, to distribute all or any of the property of the company amongst the members in specific or in kind or 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 law and subject to Companies Act. 2013

31. To do all any of the above things in any part of the world as principals, agents, contractors, trustees, attorney, agents or otherwise and either alone or in conjunction with other and to establish offices, agencies or branches for carrying on any of the aforesaid objects of India elsewhere in the world and to undertake the management of any company or companies having objects altogether or in part similar to those of the Company.

- IV.** 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.
- V.** *The Authorized Share Capital of the Company is Rs. 50,00,00,000/- (Rupees Fifty Crores Only) divided into 5,00,00,000 (Five Crores) Equity Shares of Rs. 10/- (Rupees Ten Only) each.

* The Authorized Share Capital of the Company has been increased from Rs. 23,00,00,000/- (Rupees Twenty Three Crores Only) divided into 2,30,00,000 (Two Crores and Thirty Lakh) equity shares of Rs. 10/- (Rupees Ten Only) each TO Rs. 25,00,00,000/- (Rupees Twenty Five Crores Only) divided into 2,50,00,000 (Two Crores and Fifty Lakh) Equity Shares of Rs. 10/- (Rupees Ten Only) each by passing an Ordinary Resolution at Extraordinary General Meeting held on June 12, 2024.

*The Authorized Share Capital of the Company has been increased from Rs. 25,00,00,000/- (Rupees Twenty Five Crores Only) divided into 2,50,00,000 (Two Crores and Fifty Lakh) Equity Shares of Rs. 10/- (Rupees Ten Only) each to Rs. 50,00,00,000/- (Rupees Fifty Crores Only) divided into 5,00,00,000 (Five Crores) Equity Shares of Rs. 10/- (Rupees Ten Only) each by passing an Ordinary Resolution at Annual General Meeting held on June 30, 2025.

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

Sl. No.	Signature, Name, Description Address and Occupation Of the Subscribers	No. of Equity shares taken by each subscriber	Signature, Name, Address, Description and occupation of Witness
1.	Sd/- (RAHUL MANGAL) S/o Late Sh. K. M. Mangal A-30, Subhash Nagar, JAIPUR Business	1530000 (Fifteen lacs thirty thousand)	I witness the signatures of all the Subscribers
2.	Sd/- (ASHISH MANGAL) S/o Late Sh. K. M. Mangal A-30, Subhash Nagar, JAIPUR Business	210000 (Two lacs ten thousand)	Sd/- (SUNITA GARG) W/o Shri Rakesh Garg A-40, Kirti Nagar, Tonk Road, JAIPUR-302017 Company Secretary in Practice CP 4671
3.	Sd/- (SAROJ MANGAL) W/o Late Sh. K. M. Mangal A-30, Subhash Nagar, JAIPUR Business	1200000 (Twelve lac)	
4.	Sd/- (MEENAKSHI) W/o Mr. Rahul Mangal A-30, Subhash Nagar, JAIPUR Business	15000 (Fifteen thousand)	
5.	Sd/- (SHALU MANGAL) W/o Mr. Ashish Mangal A-30, Subhash Nagar, JAIPUR Business	15000 (Fifteen thousand)	
6.	Sd/- (SAMEER SOMANI) S/o Late Sh. O. P. Somani A-25, Subhash Nagar, JAIPUR. Business	15000 (Fifteen thousand)	
7.	Sd/- (SANJAY SOMANI) S/o Late Sh. O. P. Somani A-25, Subhash Nagar, JAIPUR Business	15000 (Fifteen thousand)	

Total No. of Equity Shares subscribed: 30,00,000 (Thirty lacs)

Dated the 30th day of March, 2007.

Place : Jaipur.