

**MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
TATIA GLOBAL VENNTURE LIMITED**

(Updated on 09.11.2022)

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L18101TN1994PLC026546

मैसर्स TATIA INTIMATE EXPORTS LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
TATIA INTIMATE EXPORTS LIMITED

जो मूल रूप में दिनांक तेरह जनवरी उन्नीस सौ चौरानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
Tatia Intimate Exports Limited

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 (अ) दिनांक 24.6.1985 एस्.आर्.एन A31229883 दिनांक 05/02/2008 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
TATIA GLOBAL VENNTURE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा चैन्नई में आज दिनांक पांच फरवरी दो हजार आठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L18101TN1994PLC026546

In the matter of M/s TATIA INTIMATE EXPORTS LIMITED

I hereby certify that TATIA INTIMATE EXPORTS LIMITED which was originally incorporated on Thirteenth day of January Nineteen Hundred Ninety Four under the Companies Act, 1956 (No. 1 of 1956) as Tatia Intimate Exports Limited having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A31229883 dated 05/02/2008 the name of the said company is this day changed to TATIA GLOBAL VENNTURE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Chennai this Fifth day of February Two Thousand Eight.



(KANNAN M)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

TATIA GLOBAL VENNTURE LIMITED
NEW NO.81B(OLD NO.31B)SECONDMAIN ROAD,AMBATTUR INDUSTRIAL, ESTATE, CHENNAI 600 058,
ESTATE, CHENNAI 600 058 - 600058,
Tamil Nadu, INDIA



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Corporate Identity Number:

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.



Registrar of Companies

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



FORM I R,



CERTIFICATE OF INCORPORATION

No. 18-26546 of 19 94

TATIA INTIMATE EXPORTS

I hereby certify that.....

LIMITED

Is this day incorporated under the Companies Act 1956 (No 1 of 1956)
and that the Company is Limited.

MADRAS

Given under my hand at.....

THIRTEENTH

JANUARY

this.....day of.....

TWENTY THIRD

PAUSA

One thousand nine hundred and NINETY FOUR

One thousand nine hundred and FIFTEEN(SAKA)



V. C. Davey
(V.C.DAVEY)

ADDL. Registrar of Companies
TAMIL NADU



Co.No.18-26546

Certificate For Commencement of Business

Pursuant of section 149 (3) of the Companies Act, 1956

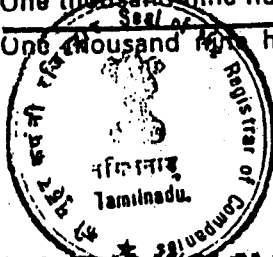
I hereby certify that the TATIA INTIMATE EXPORTS
LIMITED ***

which was incorporated under the Companies Act, 1956. on
the THIRTEENTH day of JANUARY 1994.

and which has this day filed a duly verified declaration in the
prescribed form that the conditions of section 149 (1) (a) to (d) /
149 (2) (a) to (c) of the said Act, have been complied with, is
entitled to commence business.

MADRAS

Given under my hand at _____
this FOURTH day of FEBRUARY
FIFTEENTH MAGHA
One thousand nine hundred and NINETY FOUR
ONE THOUSAND NINE HUNDRED AND FIFTEEN (SAKA)



(P.GANGADHARA RAO)
ASST. Registrar of Companies.

Tamil Nadu

J. S. C. 10

MFP-1021 JS-12410-(C. 1088)-28-2-57-6,000

**MEMORANDUM OF ASSOCIATION
OF
TATIA GLOBAL VENNTURE LIMITED
(Limited by shares under the Companies Act, 1956)**

- I. The name of the Company is TATIA GLOBAL VENNTURE LIMITED.
- II. The Registered Office of the Company will be situated in the State of Tamil Nadu.
- III. The Objects for which the Company is established are:

A. The Main Objects to be pursued by the Company on its Incorporation:

- 1. To carry on the business as manufacturers, importers and exporters, wholesale and retail dealers of and in men's women's and children's clothing and wearing apparel of every kind, nature and descriptions, including shirts, bush-shirts, pyjama suits, vests, underwears, suits, foundation garments for ladies dresses, brassieres, maternity belts, knee caps, coats, panties, nighties and so on.
- 2. To carry on business of manufacturers, importers, exporters, wholesalers, retails dealers, of and in hosiery goods of every kind, nature and description, for men, women, and children including vests, underwear's, swim suits stocks, stockings, sweaters, laces and so on and of all or anything which is used in hosiery goods.
- 3. **To engage in physical open-market trade in all kinds of commodities including rice, wheat, maize, oil, pulses.**
- 4. **To carry on the business of buying, selling, re-selling, importing, exporting, transporting, storing, developing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all type of goods on retail as well as on wholesale basis in India or elsewhere.**
- 5. To carry on business of real estate and all type of infrastructure projects including power projects of all types and to carry on the business as, developers, builders, promoters, engineers, consultants, architects, operators, joint venture partners, dealers, franchisee and contractors for all kinds of constructions of residential projects, commercial projects, engineering projects, telecom projects, all kinds of infrastructure development projects including power projects and all kinds of turnkey projects etc.,”

Note: Addition to the main objects of the Company – Clause III(A) 3, 4 vide special resolution of the Members passed at the 28th Annual General Meeting of the Company held on 27.09.2022.

B. The Objects incidental or ancillary to the attainment of the Main Objects:

1. To acquire and undertake the whole or any part of the goodwill, business, concern, undertaking, property, rights, assets and liabilities of any person, firm, association, society, company or corporation carrying on any business which this company is authorized to carry on or possessed of property suitable for the purpose of this company and to pay for the same by shares or debentures of this company, or by cash or otherwise, or partly in one way and partly in another or others, and to conduct, expand and develop or windup and liquidate such business and to purchase and take steps for the acquisition of existing and new licences in connection with any such business.
2. To form, establish, promote, subsidise, aid, acquire, organize, or be interested in any other company or companies, Syndicate or Partnership for the purpose of acquiring all or any of the undertaking, property and liabilities of this company or of any share therein by way of exchange for its shares or otherwise.
3. To enter into partnership or into any agreements for sharing profits, union of interest co-operation, joint venture, reciprocal concession, licence or otherwise, with any person, firm, association, society, company or corporation carrying on or engaged in or about to carry on , or engage in any business or transaction which this company is authorized to carry on or engaged in, and to give any person, firm, or company, special rights, licences and privileges in connection with the above.
4. To take or otherwise acquire and hold, sell, exchange, mortgage, charge or otherwise deal with shares or stock of any other company having objects altogether or in part similar to those of this company.
5. To amalgamate with any other company having objects altogether or in similar to those of this company.
6. To apply for purchase or otherwise acquire and protect, prolong and renew whether in India, or elsewhere, any patents, patent rights, brevets d' invention, licenses, concessions, trade marks, designs and the like, conferring, any exclusive or non-exclusive or limited right of use, or any secret or other information as to any invention, process or privileges 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 licences or privileges in respect of or otherwise to turn to account the property, rights or information, use or licence so acquired, and to subsidise, take part in or assist in any experiment, investigations and researches likely to prove beneficial to the company.

7. To purchase, take in exchange or on lease, rent, hire, occupy, allow to be occupied or otherwise and use any free-hold, leasehold or other immovable property and any lands, estates, shops, warehouses, show-rooms, work-shops, offices, buildings and premises, machinery, plant and works, stock-in-trade, waterways, easements or other rights or interests in any land, buildings and premises or any other immovable or movable, real or personal property or right which the company may think necessary or convenient for the purpose of its business.
8. On any land or waterways purchased, leased or otherwise acquired, to erect, build, construct, improve, maintain, develop, alter, enlarge houses, boiler houses, shops, work-shops, offices, ware-houses, show-rooms, refreshment rooms, lavatories and other conveniences, cottages and any other buildings with engines, boilers, light and power generating plant and other fixtures and fittings and apparatus for working and turning machinery and for the comfort and accommodation of working people, and road way, railway and tramway branches or sidings and other works and conveniences which may seem calculated directly or indirectly to advance the company's interest and to contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.
9. To improve, manage, develop, mortgage, charge, sell, transfer, exchange, lease, under-lease, surrender, or otherwise deal with, dispose of or turn to account, all or any part of the business, immovable or movable property, rights, and effects for the time being of the company in such manner on such terms and for such purposes as the company may think fit and as to any sale of real property either in consideration of a gross sum or of a rent or others and to sell, transfer or dispose of the whole undertaking of the company or any part thereof, for cash or such other consideration as the company may think fit , and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this company.
10. To borrow, raise and secure the payment and repayment of money for any of the purposes of the company's business or otherwise, in such manner as the company shall think fit, and in particular, by the issue of redeemable preference shares, mortgage debentures or debenture stock, perpetual or otherwise and issue the same at par or at a premium or discount and repayable by periodical drawings or otherwise, charged upon all or any of the company's undertaking and/or property (both present and future movable or immovable including its uncalled capital) or without any charge, and to purchase, redeem or pay off, cancel and discharge any such securities.

11. To receive money on deposits from and to lend monies to any person, firm, association, society, company or corporation at interest or otherwise and such terms and on such security as may seem expedient or without any security and in particular to members or customers and others having or likely to have dealings with the company, provided that the company shall not carry on banking business as defined by Banking Regulations Act, 1949.
12. To lend out, deposit, invest and deal with the monies of the company not immediately required in such manner and upon such terms as may from time to time be determined by the Directors.
13. To establish, maintain and conduct or discontinue or close agencies and branches and appoint representatives in any part of the world for the conduct of the business of the company or for the purchase, sale or exchange either for ready delivery or for future, all types of machinery, merchandise, commodities, goods, wares, materials, produce, products, articles and things required for or dealt in or at the company.
14. To establish, provide, maintain and conduct or otherwise subsidise research laboratories, experimental stations, workshops and libraries for scientific, industrial and technical researches, experiments and tests of all kinds and to undertake and carry out research and investigations, to process, to improve and invent new and better techniques and methods of manufacturing any product and improving or securing any process or processes, patents or copyrights which the company may acquire or deal with and to promote studies, researches, surveys and investigations, both scientific and technical, by providing, subsidizing, endowing or assisting, laboratories, colleges, universities, workshops, libraries, lecture meetings, exhibitions and conferences and by providing for the remuneration to scientists, scientific or technical personnel or teachers, research workers and inventors or otherwise generally to encourage, promote and reward studies, research investigations, experiments, tests and inventions of any kind which may be considered likely to assist any of the businesses of the company.
15. To adopt such means of making known any goods and products dealt in by the company and other services provided by the company as may seem expedient, and in particular by advertising in the press, television or radio, by circulars, or by publication of books and periodicals and by granting prizes, rewards and donations, subject to the provisions of the companies Act, 1956.
16. To donate, contribute, subscribe, promote, support or otherwise assist or guarantee money to charitable, benevolent, religious, scientific, national, public or other institutions, funds or objects or for any exhibition or for any public, general or other objects subject however to the provisions of the companies Act, 1956.

17. To place, to reserve or to distribute bonus shares in respect of dividends secured on forfeited shares and monies arising from the sale by the company of forfeited shares in conformity with the provisions of law.
18. In the event of winding up, to distribute among the members in specie or kind any property of the company or any proceeds of, from the sale or disposal of any property of the company so that no distribution be made except in conformity with the requirements of the law for the time being in force.
19. To refer any claims, demands, disputes or any other question by or against the company or in which the company is interested or concerned, and whether between the company and the member or members or his or their representatives or between the company and their part to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
20. To pay all or any expenses incurred in connection with the formation, promotion or incorporation of this company or any other company or of and incidental to the winding up of any company, the whole or part of the property thereof is acquired by this company.
21. To procure the incorporation, the registration or other recognition of the company in any country, state or place and to establish and regulate agencies for the purpose of the company's business and to apply or join in applying to any parliament, local government, municipal or other authority or body for any rights or privileges that may seem conducive to the company's objects or any of them and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interest.
22. To do all or any of the above things in all or any of the states in India and /or in any part of the world and either as principals, agents, contractors, trustees or otherwise, and either alone or in conjunction with others, and to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
23. To give publicity to the business and production of the company by means of advertisement in the press, television, radio, pamphlets, hand bills, circulars, advertisement reels, posters, cinema slides and other forms.
24. To make donations to such persons or institutions and in such cases, and either cash or any other assets as may be thought directly or indirectly conducive to any of the company's objects or otherwise expedient and in particular to remunerate any person or corporation introducing business in this company and to donate, subscribe , guarantee money for charitable or

benevolent objects or for any public, general or other objects and to establish and support or aid in establishment and support of associations, institutions, funds, trusts and covenants for the benefit of the employees or Ex-employees or persons having dealings with the company or the wives and children or the dependents, relatives or connections of such and in particular friendly or other benefit societies and to grant pensions, allowances, gratuities and bonus , either by way of annual payments or lump sum and to make payments towards insurance and to form contribute to provident and benefit funds to or for such persons, subject, however, to the provisions of the companies Act, 1956.

25. To appear before any court and appoint legal practitioner for the company and to sue, to defend, compound or refer to arbitration in any cases of the company.
26. To acquire, whether by purchase or otherwise any other business or undertaking or part thereof with such liabilities, obligations or privileges as may be agreed upon and to keep the same or to dispose it of, or partly retain the benefit on such acquisition and dispose of the other part and portion thereof on such terms and conditions, as may be deemed fit.
27. To take over, acquire and obtain the assets, business, goodwill or undertaking of company, person or firm to arrive at an arrangement with or to act in union with or to amalgamate with other company and carry on business or manufacture, jointly or otherwise, as may be conducive to and beneficial for such combination or concern or the company in such state of union or co-ownership or to enter into any pooling or such other arrangement to obviate competition or loss or depreciation of the assets of the company with any other company or companies or concerns or persons as may be considered expedient or necessary or advantageous to the company.
28. To enter into collaboration or any kind of arrangement with business houses, commercial concerns, chambers of commerce and other allied bodies and organizations of all kinds, Government parastatals and quasi government agencies in countries abroad to enter into trade agreements of all kinds for the export of the company's products and in general for the improvement of the volume of business of the company.
29. To purchase or otherwise acquire shares of other companies or debenture or debenture stock or other stocks of the companies carrying on similar business or business analogous to the objects of this company or any other company and to retain the same or dispose of or deal or sell the same or part thereof as may be advantageous to the business or interest of the company.

30. To promote any other company or companies for the purpose of acquiring any privilege, concession, property or assets of any person, firm or undertaking or other rights and liabilities of such other company or companies or concerns or business as the case may be conducive to or beneficial for the purpose of the company.
31. To operate all kinds of transport and ferry services to carry the people at large, including the employees, to and from the amusement park, hotels, or any other place of business owned or occupied by the company.
32. To secure organized and concentrated action, direct and /or indirect on all matters connected with or having a bearing in the field of agriculture, horticulture, sericulture, dairy farming, real estates, health farms and amusement parks.

Note: Inserted vide special resolution of the Members passed at the Annual General Meeting of the Company held on 30.09.2008.

C. The Objects other than the main or incidental objects not included in “A Or B” above:

1. To construct, purchase or otherwise acquire, foreclose, purchase or auction, hire, lease, sell or sell on hire purchase or advance and loan money or arrange loan on mortgage of any building, house, bungalows, factories, trade premises, plant, machinery, public buildings, farms, lands, or any other kind of assets, estate or property (movable or immovable) rights or things in action.
2. To purchase, sell, subdivide, consolidate any land and to do the business of colonizers and town planners.
3. To undertake or direct the management of the property, buildings, lands and estates of any kind.
4. To carry on business as money lenders, concessionaries, commercial agents, mortgage brokers, financial agents and advisers to advance and borrow money, negotiate loans and lend money with or without security, including the advancing or lending of money to finance hire purchase and deferred payment agreements, discount and credit facilities in respect of any property or assets without conducting any banking business as defined in Banking Regulation Act, 1949.
5. To act as architects, engineers, contractors and builders for all types of Civil Engineering Works, such as industrial buildings, shops, theatres, auditoriums, dwellings and apartments, restaurants, dams, roads, bridges, railways, waterways and marine works.

6. To manufacture or deal in precise units, concrete products and prefabricated houses.
7. To buy, sell, lease, buy or sell on hire purchase or installments, lorries, trucks, motor cars, omni buses, motorcycles and other motor vehicles of all kinds and description whatsoever, tramways, boats vessels, cycles, and other kinds of vehicles whatsoever whether for transport of persons or goods and whether propelled or moved by petrol, electricity, steam or all, or other motive or mechanical power.
8. To produce, manufacture, service, repair and maintain and otherwise deal in domestic electrical appliances including fans, refrigerators, cold storage equipments, air conditioners, air coolers, ovens and other cooking appliances, mixies, grinders and liquidizers.
9. To manufacture, produce, service, maintain, repair and otherwise deal in computers of all kinds including analogue, digital and hybrid types, radar and solar equipments and apparatus, desk calculators and tabulators, permanent magnets, ceramics and rubber magnets, ferrites and iron dust components.
10. To manufacture, produce, buy, sell and to otherwise acquire and dispose of and to otherwise deal with optical photo-electric, photo-chemical and photographic equipments including television cameras, projectors, bioscopes, video recording and reproducing apparatus and equipment.
11. To generate, transmit, distribute and supply electricity and to produce, buy, sell or otherwise deal with generators, transformers, insulation materials, insulators, dynamos, amplifiers, commutators, boilers, pumps, turbines, engines, engine breakers, accumulators, motors and all apparatus and ancillaries in relation thereto.
12. To carry on the business of importers, exporters and dealers in all kinds of engineering and hardware, machine tools industrial plant and machinery required for any kind of industry including ship building, engineering, chemical, plastics, pharmaceuticals, paper, pulp, wood, sugar, ceramics, glass, building materials, automobile, aircraft, locomotive, air conditioning, machine tools, heavy and light machine building, steel, manganese and all kinds of metal producing industries.
13. To carry on the business of hotel, restaurant, café, refreshment room and lodging house keepers, licensed victuallers, importers and manufactures of aerated, mineral and artificial waters and other drinks, purveyor, caterers for public amusement generally, proprietors of motors and other vehicles , garage proprietors, job marters, farmers, dairymen, ice merchants, importers and makers of good, live and dead stock, produce of all

descriptions, perfumes, proprietors of clubs, baths, drawing rooms, libraries, ground and place of amusement, recreation, entertainment and instruction of all kinds tobacco and cigar merchants, agents for railway and shipping and air line companies, theatrical proprietors, entrepreneurs and any other business which can be conveniently on in connection therewith.

14. To purchase, sell, hire our lease or sell on hire purchase system, motor cycle, mopeds, cycles, agricultural machinery and all classes of machinery, boats launches, aeroplanes, air conditioners, air coolers, electrical fans and other electrical appliance, furniture (wooden or metallic) and house hold equipments.

IV. The liability of the Members of the Company is limited.

- V. The Authorized share capital of the Company is Rs.50,00,00,000/- (Rupees Fifty Crore Only) divided into 50,00,00,000 (Fifty Crore Only) Equity Shares of Re.1/- (Rupee one only) each carrying appropriate rate of dividend as may be determined by the Articles of Association of the Company (Free of Company's Tax but subject to deduction of tax as required under the provision of the Income Tax Act, 1961 for the time being in force), subject to be increased or decreased in accordance with the Company's regulation and legislative provisions for the time being in force in this behalf, and with power to divide the share in capital for the time being into Equity Shares Capital and/or Preference Share Capital, with or without voting rights as may be permissible at law, and to attach thereto respectively, any preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the provisions of the Companies Act, 1956 and the regulation of the Company, and to vary, modify or abrogate any such right, privileges or conditions in such manner as may for the time being be provided by the regulation of the Company.

Note: Increased the authorized capital from Rs.20,00,00,000 (Rupees Twenty Crores only) to Rs.50,00,00,000 (Rupees Fifty Crores) vide Special Resolution passed in Extraordinary General Meeting of the Members held on 12-04-2010.

- VI. Territorial Clause: The Objects of the company shall extent to the whole of India and abroad.

We, the several persons whose name and address are here under 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 of the capital of the company set opposite to our respective names.

Sl. No.	Signature, Name, Address, Designation and Occupation Of the subscribers	No. of Equity Share taken by each Subscriber	Signature, Name, Address, Designation and Occupation of the witness
1	Sd/- S. Pannalal Jain Tatia S/O M. Sampathlal Tatia L-102A Anna Nagar East Madras- 600 102 CHARTERED ACCOUNTANT	100 (One Hundred only)	MAHESH BALAN CHARTERED ACCOUNTANT 177/3 Kuringi Colony Anna Nagar West Madras-600 040
2	Sd/- Smt. Sangita Tatia W/O Bharat Jain Tatia L-102A Anna Nagar East Madras- 600 102 BUSINESS	100 (One Hundred only)	
3	Sd/- Kamal Chand Parekh S/O Khemal Parekh AH 72/1, Anna Nagar Madras-600 040 CHARTERED ACCOUNTANT	100 (One Hundred only)	
4	Sd/- N. Mohanakrishnan S/O K.L. Nagarajan 22 Club Road East Shenoy Nagar Madras- 600030 CHARTERED ACCOUNTANT	100 (One Hundred only)	
5	Sd/- Sampath Kumar Parekh S/O Late Sri Champalal Parekh AH 72/1, Anna Nagar, Madras- 600 040 BUSINESS	100 (One Hundred only)	

6	Sd/- Jayashree Ganesh W/O Sri V. Ganesh No. 2, 2 nd Cross street Krishna Nagar Pammal Madras- 600 075 SERVICE	100 (One Hundred only)	MAHESH BALAN CHARTERED ACCOUNTANT 177/3 Kuringi Colony Anna Nagar West Madras-600 040
7	Sd/- Rani Sitaram Iyer D/O Mr. Sitaram 1697, H Block, 11 th Main Road, Anna Nagar West, Madras-600 040 SERVICE	100 (One Hundred only)	
	TOTAL	700 (Seven Hundred only)	

Place: Madras

Date: 08.11.1993

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

**ARTICLES OF ASSOCIATION
OF
M/s. TATIA GLOBAL VENNTURE LTD**

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the annual general meeting of the Company held on 29TH September, 2014 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

1. (1) The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.

(2) The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

Interpretation

2. (1) In these Articles —

(a) "Act" means the Companies Act, 2013

(b) "Articles" means these Articles of Association of the Company or as altered from time to time.

(c) "Board of Directors" or "Board", means the collective body "The Board of Directors" or of the directors of the Company.

(d) "Company" means **M/s. TATIA GLOBAL VENNTURE LTD**

(e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.

(f) "the seal" means the common seal of the Company.

(2) Words importing the singular number shall include the plural "Number" and "Gender" number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.

(3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.

Share capital and variation of rights

3. 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 Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

(a) Equity shares:

(i) with voting rights; and / or

(ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and

(b) Preference shares

6. (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the

Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.

(2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to the first holder of several joint holders shall be sufficient delivery to all such holders.

7. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

8. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.

9. The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

10. (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with

the subscription to its securities, 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 the Act and the Rules.

(2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.

(3) 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.

11. (1) 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 the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.

(2) To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply.

12. 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.

13. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

14. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to -

(a) persons who, at the date of offer, are holders of equity shares of the Company; such offer 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; or

(b) employees under any scheme of employees' stock option; or

(c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

(2) 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.

Lien

15. (1) The Company shall have a first and paramount lien -

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause

(2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

(3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

16. 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 to the person entitled thereto by reason of his death or insolvency or otherwise.

17. (1) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

(2) The purchaser shall be registered as the holder of the shares comprised in any such transfer

(3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

(4) 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 with reference to the sale.

18. (1) 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.

(2) 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.

19. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

20. The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Calls on shares

21. (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.

(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) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.

(4) A call may be revoked or postponed at the discretion of the Board.

22. 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 installments.

23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

24. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.

(2) The Board shall be at liberty to waive payment of any such interest wholly or in part.

25. (1) 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.

(2) 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.

26. The Board -

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) 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.

27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

28. All calls shall be made on a uniform basis on all shares falling under the same class.

Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

29. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

30. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Transfer of shares

31. (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.

(2) 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.

32. The Board may, subject to the right of appeal conferred by the Act decline to register -

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the Company has a lien.

33. In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -

(a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;

(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.

34. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.

35. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Transmission of shares

36. (1) 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 recognized by the Company as having any title to his interest in the shares.

(2) Nothing in clause (1) 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.

37. (1) 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.

(2) 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.

(3) 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.

38. (1) 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.

(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(3) 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.

39. 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.

40. 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.

Forfeiture of shares

41. If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

42. 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.

43. 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.

44. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

45. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

46. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

47. (1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

(2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

48. (1) 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, and shall 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.

(2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit,

but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

(3) 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.

49. (1) 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;

(2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment 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;

(3) The transferee shall thereupon be registered as the holder of the share; and

(4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

50. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

51. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

52. The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

53. 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.

54. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Alteration of capital

55. Subject to the provisions of the Act, the Company may, by ordinary resolution -

(a) Increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;

(b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

(c) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(d) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(e) 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.

56. 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 Articles 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;

(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —

(a) its share capital; and/or

(b) any capital redemption reserve account; and/or

(c) any securities premium account; and/or

(d) any other reserve in the nature of share capital.

Joint Holders

58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

(a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share.

(b) On the death of any one or more of such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

(d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

(e) (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

(iii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

(f) The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names.

Capitalization of profits

59. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —

(a) that it is desirable to capitalize 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 in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards:

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

60. (1) whenever such a resolution as aforesaid shall have been passed, the Board shall -

(a) Make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issues of fully paid shares or other securities, if any; and

(b) Generally do all acts and things required to give effect thereto.

(2) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable infractions; and

(b) to authorize 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 or other securities to which they may be entitled upon such capitalization, 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 capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

61. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

General meetings

62. All general meetings other than annual general meeting shall be called extraordinary general meeting.

63. The Board may, whenever it thinks fit, call an extraordinary general meeting.

Proceedings at general meetings

64. (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) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.

(3) The quorum for a general meeting shall be as provided in the Act.

65. The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.

66. 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.

67. 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, by poll or electronically, choose one of their members to be Chairperson of the meeting.

68. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

69. (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

(2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting -

(a) is, or could reasonably be regarded, as defamatory of any person; or

(b) is irrelevant or immaterial to the proceedings;

or

(c) is detrimental to the interests of the Company.

(3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.

(4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

70. (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:

(a) be kept at the registered office of the Company; and

(b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.

(2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above, Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

71. The Board, and also any person(s) authorized by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

Adjournment of meeting

72. (1) The Chairperson may, *suo motu*, 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 save as provided in 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.

Voting rights

73. 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.

74. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

75. (1) 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.

(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

76. 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. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

77. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

78. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

79. 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 or in regard to which the Company has exercised any right of lien.

80. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

81. Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

Proxy

82. (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

(2) 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, and in default the instrument of proxy shall not be treated as valid.

83. An instrument appointing a proxy shall be in the form as prescribed in the Rules.

84. 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.

Board of Directors

85. Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 14 (fourteen).

86. (1) The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.

(2) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.

87. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.

(3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or

(b) in connection with the business of the Company.

88. 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.

89. (1) Subject to the provisions 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.

(2) 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.

90. (1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.

(2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

(3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

91. (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

(2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

Powers of Board

92. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statue or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

Proceedings of the Board

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

(2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.

(3) The quorum for a Board meeting shall be as provided in the Act.

(4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

94. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

95. 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.

96. (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

97. (1) 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.

(2) 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.

(3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

98. (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.

(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

99. (1) A Committee may meet and adjourn as it thinks fit.

(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.

(3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.

100. 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 or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

101. Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of 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.

Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer

102. (a) Subject to the provisions of the Act,—

A chief executive officer, manager, company secretary and 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 and chief financial officer so appointed may be removed by means of a

resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.

(b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

Registers

103. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

104. (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.

(b) The foreign register shall be open for inspection and may be closed, and extracts may be taken there from and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

The Seal

105. (1) The Board shall provide for the safe custody of the seal.

(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorized by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall

sign every instrument to which the seal of the Company is so affixed in their presence.

Dividends and Reserve

106. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

107. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.

108. (1) 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 applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

(2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

109. (1) 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.

(2) 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.

(3) 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.

110. (1) 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.

(2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

111. (1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or 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.

(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

112. 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.

113. No dividend shall bear interest against the Company.

114. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

Accounts

115. (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.

(2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorized by the Board.

Documents and Notices

116. (1) A Document or notice may be served or given by the Company on any member either personally or by sending it, by post or by such other means such as fax, e-mail, if permitted under the Act, to him at his registered address or, if he had no registered address in India, to the address, if any, in India, supplied by him to the Company for serving documents or notices on him.

(2) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, pre-paying, wherever required, and posting a letter containing the documents or notice, provided that where a member has intimated to the Company, in advance, that documents or notices should be sent to him under a certificate of posting or by registered post, with or without the acknowledgement due, and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice, shall not be deemed to be effected unless it is sent in the manner and, such service shall be deemed to have been effected, in the case of the notice of a meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted, and in any other case, at the time at which the letter would be delivered in the ordinary course of post.

(3) A document or notice, whether in brief or otherwise, advertised, if thought fit by the Board, in a newspaper, circulating in the neighborhood of the Office shall be deemed to be duly served or sent on the day, on which the advertisement appears, on or to every member who has no registered address in India and has not supplied to the Company an address within India for the serving of the documents on or the sending of notices to him.

(4) A document or notice may be served or given by the Company on or to the joint holders of a share by serving or giving the document or

notice on or to the joint holder named first in the Register of Members, in respect of the Share.

(5) A document or notice may be served or given by the Company on or to the person entitled to a Share, including the person nominated in the manner prescribed hereinabove, in consequence of the death or insolvency of a member by sending it through the post as a prepaid letter addressed to them by name or by title or representation of the deceased, or assigned of the insolvent or by any like description, at the address, if any, in India, supplied for the purpose by the persons claiming to be entitled, or, until such an address has been so supplied, by serving the document or notice, in any manner in which the same might have been given, if the death or insolvency had not occurred.

(6) Documents or notices of every general meeting shall be served or given in some manner hereinafter authorized on or to (a) every member (b) every person entitled to a Share in consequence of the death or insolvency of the member (c) the Auditor or Auditors of the Company, and)d) the Directors of the Company.

(7) Every person who, by operation of law, transfer or by other means, whatsoever, shall become entitled to any Share, shall be bound by every document or notice in respect of such Share, which, previously to him name and address being entered on the Register of Members, shall have duly served on, given to the person, from whom he derives his title to such Shares.

(8) Any document or notice to be served or given by the company may be signed by a Director or some person duly authorized by the Board for such purpose and the signature thereto, may be written, printed, or lithographed.

(9) All documents or notices to be served or given by the Company on or to the Company or any officer thereof shall be served or given by sending it to the Company or Officer at the Office by post, under a certificate by posting or by registered post, or by leaving it at the Office, or by such other means such as fax, e-mail, if Permitted under the Act.

Winding up

117. Subject to the applicable provisions of the Act and the Rules made there under –

(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.

Indemnity and Insurance

118. (a) Subject to the provisions of the Act, every Director, Managing Director, Whole-time Director, Manager, Company Secretary and any other Officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such Director, Manager, Company Secretary and any other Officer of the Company may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, Manager, Company Secretary or any other Officer of the Company or in any way in the discharge of his duties in such capacity including expenses.

(b) Subject as aforesaid, every Director, Managing Director, Manager, Company Secretary or any other Officer of the Company shall be indemnified 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 discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

(c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and Key Managerial Personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

General Power

119. 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 such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

Secrecy

120. (1) Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or any other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with the individuals and in the matters relating thereto , and shall, by 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 to do so by the Directors or by the Law or by the person to whom such matters relate and except so far as necessary in order to comply with any of the provisions contained in these presents or the Memorandum of Association of the Company.

(2) No Member shall be entitled to visit or inspect any works of the Company, without the permission of the Directors, or to require discovery of or any information, respecting any details of the Company's trading or business or any matter which is or may be in the nature of a trade secret, mystery of trade,, secret or patented process or any other matter, which may relate to the conduct of business of the Company and, which in the opinion of the Directors, would be inexpedient in the interest s of the Company to disclose.

Dated: 29.9.2014

Place: Chennai

S.no	Signature, Name, Address, Designation Occupation of the Subscribers	Signature, Name, Address, Designation and Occupation of the Witness
1	Sd/- S. PANNALAL JAIN TATIA S/o, M. Sampathlal Tatia L-102, A, Annanagar East, Madras - 600 102. CHARTERED ACCOUNTANT	Sd/- MAHESH BALAN CHARTERED ACCOUNTANT 177/3 Kurinji Colony Anna Nagar West Madras-600 040
2	Sd/- Smt. Sangita Tatia W/o, Bharat Tatia L-102, A, Annanagar East, Madras - 600 102. BUSINESS	
3	Sd/- KAMAL CHAND PAREKH S/o, Khetmal Parekh AH - 72/ 1, Annanagar East, Madras - 600 102. CHARTERED ACCOUNTANT	
4	Sd/- N. MOHANAKRISHNAN S/o. K.L. Nagaran 22, Club Road East, Shenoy Nagar, Madras - 600 030. CHARTERED ACCOUNTANT	
5	Sd/- SAMPATH KUMAR PAREKH S/o, Late. Shri. Champalal Parekh AH - 72/1, Annanagar West, Madras - 600 040. SERVICE	
6	Sd/- JAYASHREE PAREKH W/o. Sri. V. Ganesh, No.2, 2nd Cross Street, Krishna Nagar, Pammal, Madras- 600 075. SERVICE	
7	Sd/- RANI SITARAM IYER D/o,Mr. Sitaram 1697, H Block, 11th Main Road, Annagar West, Madras - 600 040. SERVICE	

Place: Madras
Date: 08/11/1993