

THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION  
OF  
FLYSBS AVIATION LIMITED\*\*


1. The name of the company is FLYSBS AVIATION LIMITED\*\*
2. The Registered Office of the Company will be situated in the state of Tamil Nadu under the Jurisdiction of Registrar of Companies, Tamilnadu, Chennai.

3.(a)The objects to be pursued by the company on its incorporation are

1. To establish, organize, manage, run, charter, conduct, contract, develop, handle, own and operate all types of aircrafts, air buses, aeroplanes, seaplanes, flying boats, hover crafts, helicopters and other crafts used in air transport for the carriage of passengers, goods, mails, other items on all routes, lines on national & international level subject to the laws in force through all sorts of carries and so on whether propelled or any other form of power.
2. To act as booking agents, indenting agents, travel agents, fleet owners, garage owners, service station owners, cargo superintendents, cargo owners, loading and unloading contractors, couriers, liaison, charters, operators and to do all acts, things necessary for the attainment of the above objects.
3. To assist, design, manufacture, purchase, sell, supply, repair, import, export, fabricate, erect, commission, representative of envoir metal protection equipment relating to Air Craft maintenance, services to Industries, business houses of various made available in India and abroad.

3.(b)Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. To acquire, purchase, lease or hire land, capital equipment and implements for the development and fulfillment of the objects outlined above.
2. To enter into any arrangements with any Government authorities, municipal, local or otherwise or any persons, firm or company in India or abroad that may seem conducive to the objects of the company or any of them and to obtain from any such Government, authority, persons or Company any rights, privileges, charters, contracts, licenses and concessions which the company may think it desirable and to carry out, exercise and comply therewith.
3. To secure the whole or any part of the undertaking and assets of any business with objects same or similar to that of the company and any lands, privileges, rights, contracts, property or effects held or used in connection therewith and upon any such purchase to undertake the liabilities of any such Company, association, partnership or person.

  
KANNAN RAMAKRISHNAN  
DIRECTOR  
DIN: 08202306  
1

\*\* Conversion of the Company from Private Limited into Public Limited Company as per the Companies Act, 2013 vide EGM of the shareholders held on 31<sup>st</sup> August, 2024

4. To enter into any arrangements for sharing of profits, co-operation, reciprocal concession, joint venture or joint adventure with any other person, firm, company or body corporate, whether incorporated or not, carrying on or about to carry on or engage in any business or transaction which this company is authorized to carry on or any business or transaction which may seem calculated directly or indirectly to benefit this company and to take over or otherwise acquire shares and securities in any such company or body corporate and to sell, hold or re-issue or otherwise deal in the same, and to amalgamate with any other person, firm, company or body corporate and to give to any person, firm, company, body corporate special rights and privileges in connection with or control over this company and in particular the right to nominate one or more Directors of the Company.

5. To enter into any arrangements for sharing of profits, co-operation, reciprocal concessions, or joint-ventures with any person (whether a citizen of India or not), foreign firm, company, trust, or body corporate, whether incorporated or not in India or in any other country having objects wholly or partly similar to the objects of this company or carrying or about to carry on any business in any way related, either directly or indirectly, to the business of this Company.

6. To apply for, purchase or otherwise acquire and protect and renew in any part of the world, any patents, patents right, brevets invention, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention which may seem capable of being used for any of the purpose of the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, right or information so acquired and to expand money to experimenting upon, testing or improving any such patents, inventions or rights.

7. To establish or promote or concur in establishing or promoting any company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of those Companies and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other Company.


8. Generally to purchase, take on lease or in exchange hire or otherwise acquire, any real and personnel property any rights or privileges which the Company may think necessary or convenient for the purpose of its business, or which may enhance the value of any other property of the Company and in particular any land, buildings, easements and also vehicles.

9. To invest and deal with the moneys of the company not immediately required in any manner and in particular to accumulate funds or to acquire or take by subscription, purchase or otherwise howsoever, or to hold shares or stock in or the security of any company, association or undertaking in India or abroad.

10. Subject to the provisions of the act, to receive money on deposit or loan and borrow or raise moneys in such manner as the company shall think fit and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any other property or assets of the Company (both present and future) including its uncalled capital and also by a similar mortgage charge or lien to secure and guarantee the performance of the company or any other property or assets of the Company (both present and future) including its uncalled capital and also by a similar mortgage charge, or lien to secure and guarantee the performance of the company or any other person or Company or of any obligation undertaken by the Company or any other persons or company as the case may be, provided that the company shall not carry on the business of banking within the meaning of Banking Regulations Act, 1949.

11. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

12. To develop the resources of and turn to account any lands and any rights over or connected with land belonging to or in which the company is interested and in particular by clearing, draining, fencing, planting, cultivating, building, immigration and improvement farming, irrigation, grazing and by promoting irrigation and emigration and the establishment of towns, villages and settlements.

  
KANNAN RAMAKRISHNAN  
DIRECTOR  
DIN: 08202306

13. To insure with any person, firm, association or company, against losses, damages, risks and liabilities of any kind which may affect the company either wholly or partially and if thought fit, to effect any such insurance by joining or becoming a member of any mutual insurance, protection or indemnity association, federation or society and to accept any such insurance or any part thereof for the account of the company.

14. To pay for any property or rights acquired by the Company either in cash or fully or partly paid shares with or without preferred or deferred rights in respect of dividends or repayment of capital or otherwise or by any securities which the company has power to issue or partly in one mode and partly in another and generally on such terms as the company may determine.

15. To pay out of the funds of the Company all expenses which the Company may lawfully incur with respect to the formation and registration of the Company or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.

16. To sell, lease, mortgage or otherwise dispose of the property, assets or undertaking of the company or any part thereof for such consideration as the Company may think fit, and in particular for shares, stocks, debentures, or other securities of any other Company whether or not having objects altogether in part similar to those of the Company.

17. To distribute among the members any property of the company or any proceeds of sale or disposal of any property of the company, in the event of winding up, subject to the provisions of The Companies Act, 2013.

18. To improve, manage, develop, grant rights or privileges, in respect of or otherwise deal with all or any part of the property and rights of the Company.

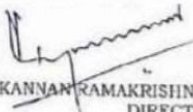
19. To provide for the welfare of the Managing Director, Directors, Trustees and Employees or ex-Directors, ex-Trustees and ex-Employees of the Company and the wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwelling or chattels by grants of money, pensions, allowances, bonuses or other payments, or by creating and from time to time, subscribing or contributing to provident and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit and to subscribe or contribute or otherwise to assist or guarantee money to charitable, benevolent, religious, scientific, national or other institutions, bodies and objects which shall have any moral or other claim to the support or aid by the Company either by reason of locality of operation or public and general utility or otherwise.

20. To give the Chairman, Director, Managing Director, any Officer, servant or employee of the company any share or interest in the profit of the Company's business or any branch thereof, and for that purpose to enter into any arrangements the company may think fit.

21. To train or pay for the training in India or abroad of any of the Company's employees or any candidate in the interest of or furtherance of the Company's object.

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

23. Subject to the provisions of the Companies Act, 2013, to place to reserve or to distribute as bonus shares among the members or otherwise to apply, as the Company may from time to time think fit any moneys received by way of premium on shares issued at a premium by the Company.

  
KANNAN RAMAKRISHNAN  
DIRECTOR  
DIN: 08202306



24. Subject to the provisions of the Companies Act, 2013, or any other enactment in force to indemnify and keep indemnified members, officers, directors, agents and servants of the Company against proceedings, costs, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interests of the company and for any loss, damage or misfortune whatever and which shall happen in execution of the duties of their office or in relation thereto.

25. To build, construct, alter, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, offices, mills, shops, roads, ways, tramways, railway sidings, bridges, reservoirs, water courses, electric works and other works and conveniences, which may seem calculated directly or indirectly to advance the interests of the Company and to join with any other person, firm or Company in doing any of these things.

26. To establish, provide and conduct or otherwise subsidise research laboratories, any experimental workshops for Scientific and technical research and experiments, to undertake and carry on Scientific and technical researches, experiments and tests of all kinds, to promote studies and researches both scientific and technical investigations, inventions, by providing, subsidizing, endowing or assisting laboratories, workshops, libraries, lectures, meeting and conferences and by providing or contributing to the remuneration of scientific or technical professors or teachers and by providing or contributing to the award of scholarships, prizes, grants to students or otherwise generally to encourage, promote and regard students, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the company is authorised to carry on.

27. To apply for, promote and obtain any act of Parliament, charter, privilege, concession, license or authorisations of any Government State or Municipality, provisional order or license of any authority for enabling the company to carry any of its objects into effect or for extending any of the powers of the company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient and to oppose any proceeding or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.


28. To promote cooperation, hold conferences, organize and participate in meetings, maintain bureau, carry on correspondence, undertake publications, arrange discussions, symposiums and debates, prepare statements, reports and articles relating to any and all matters of interest to trade, industry or business.

29. To lend and advance with or without security money or give credit to such persons, firms or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of any contract or obligation and the payment of money to or by any such persons, firms or companies and generally to give guarantees and indemnities.

30. To open, maintain, operate and close account or accounts with any firm or any company or with any bank or banks or financial institutions or other financiers and to pay or earn interests and to withdraw money from such account or accounts, in or outside India.

31. To procure the registration, incorporation or recognition of the Company under the laws or regulations of any other place outside India and to establish and maintain local registers of any branch places of business in any part of the world.

32. To enter into any arrangements with any government or government departments, authorities or any authority that may seem conducive to the attainment of the Company's objects, and to obtain from any such government or government departments or authorities any rights, privileges, licenses and concessions necessary or desirable to obtain and to carry out, exercise, use or comply with any such arrangements, rights or privileges or concessions;

  
KANNAN RAMAKRISHNAN  
DIRECTOR  
DIN: 08202306

33. To form, settle, set up, incorporate, establish, promote, subsidize, organize and assist or aid in forming, promoting, subsidising, organizing or aiding companies, and assist trusts, funds, entities or partnerships of all kinds for any purpose including for the purpose of accepting and undertaking any properties, businesses, assets, liabilities of this company, or with the objects similar in whole or part with that of company and invest therein.

34. To pay all costs, charges and expenses incurred or sustained in or about the promotion, incorporation and establishment of the company or which the company shall consider to be preliminary out of the funds of the company.

35. To guarantee the payment, unsecured or secured or payable, under promissory notes, bonds, debentures, debentures stock, contracts, mortgages, charges, obligations, instruments, or securities of any company, or of any person wherever incorporated and generally to guarantee and become sureties for the performance of any business of the company.

36. To set up, establish, promote, start training institutions, training centers and offer training, lectures, workshops, seminars, services to employees of the company or any other person on payment of fees or otherwise.

37. To make donations to such persons or institutions or Funds, either for cash or for 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 to this company and also to subscribe, contribute or otherwise assist or guarantee money, for charitable, scientific, religious, political or benevolent, national, public, cultural, educational or other institutions and to establish, support or aid in the establishment, support of associations, institutions, funds, trusts and conveniences for the benefit of the employees or ex employees (including directors) of the company, or its predecessors in business or of persons having dealings with the company or the dependents, relatives of such persons and in particular, Benefit societies and to grant pensions, allowances, gratuities and bonuses, either by way of annual payments or a lump sum, to make payments towards insurance, to form, contribute to Provident Benefit Funds and other welfare funds or such other persons, subject to such disclosures as may be required by the applicable law in force.

38. To refer to or agree to refer any claims, demands, dispute or any other question by or against the company or in which the company is interested or concerned, and whether between the company and third parties, to arbitrations and to observe and perform and to do all acts, matters and things to carry out or enforce the awards.

39. To negotiate loans underwriting contract, mortgages, equity participation, cash credits, overdrafts and other financial from banks, financial institutions, government or semi-government bodies and other, or on behalf of companies firms, societies, associations and others.

40. To take part in the management, supervision and control of the business or operations of any company or undertaking and for this purpose, to appoint and remunerate any directors, trustees, accountants or other experts or agents.

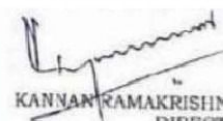
41. To furnish and provide deposits and guarantee any funds required in relation to any tender or application for any contract, concession, decree, enactment, property or privilege or in relation to the carrying out of any contract, concession, decree or enactment.

42. To appoint brokers, distributors, commission agents and like and provide for their remuneration.

43. To let on lease or on hire-purchase systems or to lend or otherwise dispose of any property belonging to the company and to finance the purchase of any article, or articles whether made by the company or not, by way of loans or by the purchase of any such article or articles, and letting thereof on hire-purchase system or otherwise howsoever and to act as financiers generally.

  
KANNAN RAMAKRISHNAN  
DIRECTOR  
DIN: 08202306

44. To carry out in any part of the world, all or any part of the company's objects as principal, agent, carrier, broker, underwriter, insurer, factor trustee, contractor, or otherwise, either alone or in conjunctions with any other person, firm, association, corporate body, municipality, province, state or government or colony or dependency thereof.
45. To indemnify officers, directors, promoters and servants of the company against proceedings, costs, damages, claims, demands in respect of anything done or order to be done for and in the interest of the company or for any loss or damage or misfortune whatever happens in execution of the duties of their office or in relation thereto.
46. To carry on and engage in the business of providing consultative and technical services relating to the business of the Company or related business or any other business or activity, by way of market survey, preparing feasibility and project reports, and to enter into any arrangements of licensing, chartering, brokerage, technical business or financial collaboration with any other party or concern, for singular or mutual benefit or intake or outflow of know how whether existing or newly developed techniques, including any rights or special methods and trade secrets.
47. To conduct market research and market surveys for penetrating and exploiting new avenues to market the business of the company and for that purpose to advertise in the press, public places, theaters, by radio, television, by circulars, by organizing or participating in exhibitions, trade fairs, within or outside India and by granting prizes, rewards and donations and to compile, print, newsletters, investment letters and to publish newspapers, periodicals, gazettes, trade lists, yearbooks, statistics and other publications and software packages.
48. To form, promote, subsidize, organize, assist, maintain and conduct or aid in forming, promoting, subsidizing, organizing, assisting, maintain research laboratories, experimental workshops, or conducting studies, or any other subject and undertake all types of technical, economic and financial investigations and aid or assist or enter into partnership with any institution, university, company, partnership firm or person or persons undertaking or conducting such research, study and provide, subsidies, endow, assist laboratories, workshops, libraries, meetings, lectures, and conferences and by providing for the remuneration of professors or teachers on any subject and by providing for the award, exhibitions, scholarships, prizes and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigation, experiments, tests and inventions of any kind that may be considered to assist any of the businesses of the Company.
4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
5. \* The Authorized Share Capital of the Company is Rs. 25,00,00,000/- (Rupees Twenty-Five Crores only) divided into 2,50,00,000 (Two Crore Fifty Lakhs) Equity Shares of Rs.10/- (Rupees Ten only) each..

  
KANNAN RAMAKRISHNAN  
DIRECTOR  
DIN: 08202306

*\* amended vide ordinary resolution passed by the shareholders at the Extra-ordinary General Meeting held on 31<sup>st</sup> August 2024*



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

Subscribers Details

Sl. No.	Name, address description & occupation	DIN	No. of Shares taken	Signature	Date
1.	SHRESHTHA BUSINESS SOLUTIONS LLP (LPIN: AAN-6043) Represented By: KANNAN RAMAKRISHNAN, S/o.RAMAKRISHNAN GANAPATHY, FLAT 101, LANCOR CORNER STONE APARTMENTS, NEW NO.35, MMTC COLONY MAIN ROAD, NANGANALLUR, CHENNAI 600061  Occupation: Business	08202306	5000	Sd/-	05/08/2020
2.	DEEPAK PARASURAMAN, S/o.PARASURAMAN, No.2 LIC Colony, 2nd Cross Street Dr.Radhakrishnan Nagar, Thiruvanimyur, Chennai 600041  Occupation: Business	00699855	5000	Sd/-	05/08/2020

Signed Before Me

Name	Address description & occupation	M. No.	Signature	Date
FCA Venkatesh Ramarathan	2A Mandira Apts, 23-A North Boag Road, T Nagar, Chennai 600017  Professional	205105	Sd/-	05/08/2020

  
KANNAN RAMAKRISHNAN  
DIRECTOR  
DIN: 08202306  
7

***\*Restated vide special resolution passed by the members in the Extra-Ordinary General Meeting of the Company held on 31<sup>st</sup> August 2024.***

**\*[THE COMPANIES ACT, 2013  
(COMPANY LIMITED BY SHARES)**

**ARTICLES OF ASSOCIATION  
OF**

**FLYSBS AVIATION LIMITED**  
(Incorporated under the Companies Act, 1956)

TABLE F	1	(a)	The regulations contained in Table F in Schedule I to the Companies Act, 2013, as amended from time to time, shall apply to the Company and constitute its regulations to the extent that they are applicable to public companies save and except in so far as they are inconsistent or specifically excluded hereunder or modified or altered by these Articles of Association
COMPANY TO BE GOVERNED BY THESE ARTICLES		(b)	The regulations for the management of the Company and for the observance of the Members thereof and their representatives shall be such as are contained in these Articles of Association subject, however, to the exercise of the statutory powers of the Company in respect of repeal, additions, alterations, substitution, modifications and variations thereto by Special Resolution as prescribed by the Companies Act, 2013.
<b>DEFINITIONS</b>			
INTERPRETATION CLAUSE	2		In the interpretation of these Articles, the following words and expressions shall have the meanings unless repugnant to the subject or context:
"The Act"		(a)	means the Companies Act, 2013 as modified from time to time, and shall include the Rules;
"Articles" or "these presents"		(c)	means these Articles of Association as originally formed or as altered from time to time;
"Beneficial Owner"		(d)	means a person or persons whose name(s) are recorded as such with a depository;
"Board" or "Board of Directors"		(e)	the board of Directors of the Company for the time being and shall include committee thereof;

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**



"Body Corporate" or "Corporation"		(f)		includes a company incorporated outside India, but does not include  (i) a co –operative society registered under any law relating to co-operative societies; and  (ii) any other body corporate which the Central Government may, by notification in the Official Gazette specify in this behalf;
"The Company" or "this Company"		(g)		means "FlySBS Aviation Limited";
"Chairperson"		(h)		includes Chairman;
"Company Secretary or Secretary"		(i)		shall have the meaning assigned thereto by the Act;
"Debenture"		(j)		includes debenture stock, bonds or any other instrument of a Company evidencing a debt, whether constituting a charge on the assets of the company or not;
"Depositories Act"		(k)		means the Depository Act, 1996 and includes any statutory modification or re-enactment thereof from time to time;
"Depository"		(l)		means a company formed and registered under the Act and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992;
"Directors"		(m)		means Director appointed to the Board of the Company;
"Dividend"		(n)		includes interim dividend;
"Document"		(o)		includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of this Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form;
"Financial Statements"		(p)		shall have the meaning ascribed to it in Section 2(40) of the Act;
"Financial Year"		(q)		means the period ending on the 31st March of every year;
"General Meeting"		(r)	0	shall mean a meeting of the members including an Annual General Meeting or an Extra ordinary general

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

			meeting as the context may require at the intervals and accordance with the provisions of the Act;
"Independent Director"		(s)	shall have the meaning as ascribed to it in the Act;
"Key Managerial Personnel"		(t)	shall have the meaning ascribed to it in the Act;
"Lien"		(u)	includes any right, title or interest existing or created or purporting to exist or to be created by way of or in the nature of pledge, hypothecation, license, hire-purchase, lease, mortgage, charge, co-ownership, attachment, claim, security interest, mortgage, security agreement, option, encumbrance, or restriction on voting, or the process of any court, tribunal or other authority, or any statutory liabilities which are recoverable by sale of property, or any other third party rights or encumbrances generally;
"Manager"		(v)	shall have the meaning assigned thereto by the Act;
"Managing Director"		(w)	shall have the meaning assigned thereto by the Act;
"Member"		(x)	means the duly registered holder from time to time of the shares of the Company and includes the subscribers to the memorandum of the Company or a Beneficial Owner, and in case of shares held in a Depository, the beneficial owners whose names are recorded with such Depository.
"National Holiday"		(y)	means and includes a day declared as National Holiday by the Central Government;
"Officer"		(z)	shall have the meaning assigned thereto by the Act;
"Ordinary or Special Resolution"		(za)	shall have the meaning assigned thereto under Section 114 of the Act;
"Register" or Register of Member		(zb)	means the register of members of the Company to be kept pursuant to Section 88 of the Act including the Register of member/ Beneficial Owner maintained by the depositories for shares held in demat mode;
"Registered Office" or "Office"		(zc)	means the registered office of the Company for the time being;

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

"Registrar"		(zd)	means the Registrar of Companies, having jurisdiction over the Company pursuant to the Act;
"Seal"		(ze)	means the common seal of the Company for the time being;
"Securities"		(zf)	means the securities as defined in clause (h) of section 2 of the Securities Contract (Regulation) Act, 1956;
"Written" or In writing"		(zg)	shall include e-mail, and any other form of electronic transmission;
"Words and expressions defined in the Companies Act, 2013"		(zh)	Subject as aforesaid, any words and expressions defined in the said Act as modified upto the date on which these Articles become binding on the Company shall, except where the subject or context otherwise requires, bear the same meanings in these Articles;

#### SHARE CAPITAL

AUTHORISED SHARE CAPITAL	3		The authorised share capital of the Company shall be such amount as set out in Clause V of the Memorandum of Association of the Company with power to Board of Directors to reclassify, subdivide, consolidate and increase and with power from time to time, to issue any shares of the original capital or any new capital with and subject to any preferential, qualified or special rights, privileges, or conditions as may be thought fit and upon the sub-division of shares to apportion the right to participate in profits, in any manner as between the shares resulting from sub-division.
INCREASE OF CAPITAL	4		The Company in General Meeting may from time to time increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act any shares of the original or increased capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof, shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential, qualified or variable right to dividends, distribution of assets

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**



			and/ or voting rights at General Meetings of the Company in conformity with the provisions of the Act.
PREFERENCE SHARES	5		Subject to the provisions of the Act, the Company shall have power to issue any kind of preference shares with a right to vary, modify and alter thereafter, on such terms and conditions and be redeemed in such manner including by conversion into shares, as provided under the Act
REDUCTION OF CAPITAL	6		The Company may (subject to the provisions of the Act) from time to time reduce its Capital or Capital Redemption Reserve Account or Securities Premium Account in any manner for the time being authorised by Law and, in particular, Capital maybe paid off on the footing that it may be called up again or otherwise. This Article is not to derogate any power, that the Company would have, but for this Article. The Company shall also have the power to utilize the general and such other reserves permitted by the Act, at the time of reduction of Capital, in such manner as it deems fit.
SUBDIVISION, CONSOLIDATION, RECLASSIFICATION AND CANCELLATION OF SHARES	7		<p>Subject to the provisions of the Act, the Company in General Meeting, may from time to time, sub-divide or consolidate or reclassify its Shares, or any of them, convert all or any of its fully paid-up Shares into stock, and reconvert that stock into fully paid-up Shares of any denomination, and the resolution whereby any Share is subdivided may determine that, as between the holders of the Shares resulting from such sub-division one or more of such Shares shall have some preference or special advantage as regards dividend, Capital or otherwise over or as compared with others or other, subject as aforesaid, the Company in General Meeting may also cancel Shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the Shares so cancelled.</p> <p>The Directors may offer and allot securities on preferential basis subject to the sanction of the Company in the general meeting subject to the provisions of the Act</p>
MODIFICATION OF RIGHTS	8		Whenever the Capital is divided into different classes of Shares, all or any of the rights and privileges attached to each class may be modified, commuted, effected or abrogated or dealt with, in accordance with the provisions of the Act.
ISSUE OF ADRs OR GDRs	9		The Company shall, subject to the applicable provisions of the Act and in compliance with all the applicable Laws and consent of the shareholder/Board, have the power to issue American Depository Receipts (ADRs) or Global Depository Receipts (GDRs) on such

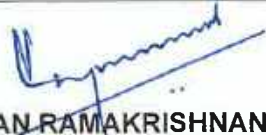
  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN:08202306**

				terms and in such manner as the Board deems fit including their conversion and repayment. Such terms may include at the discretion of the Board, limitations on voting by holders of ADRs or GDRs, including without limitation, exercise of voting rights in accordance with the directions of the Board and applicable Laws.
<b>SHARES AND CERTIFICATES</b>				
DEMATERIALISATION OF SECURITIES	10			The Company shall be entitled to dematerialise its Securities pursuant to the Depositories Act, 1996, and to offer its Securities for issue in dematerialised form.
SECURITIES TO BE NUMBERED PROGRESSIVELY	11			All the Securities in the capital of the Company, other than those held in dematerialised form, shall be numbered consecutively in the respective class of Securities.
FURTHER ISSUE OF SECURITIES	12	(a)		Where at any time, the Company has proposed to increase the subscribed capital by allotment of further Securities, whether out of unissued share capital, or out of increased share capital, then such further Securities, shall be offered in compliance with the provisions of the Act and any other Law for the time being in force.
		(b)		The Company shall, subject to the applicable provisions of the Act, compliance with applicable provisions of other Laws for the time being in force and with the consent of the shareholders/Board, as the case may be, have the power to issue securities on such terms and in such manner as the shareholders/Board deems fit
SECURITIES UNDER CONTROL OF DIRECTORS	13			Subject to the provisions of the Act and these Articles, the Securities shall be under the control of the Board of Directors who may issue, allot or otherwise dispose off the same or any of them to such persons in such proportion and on such terms and conditions and at such times as the Board thinks fit and with full power to give any person the option to call or be allotted Securities of the Company of any class, either at a premium or at par and for such time and for such consideration as the Board of Directors think fit, provided that option or right to call of Securities shall not be given to any person except with the sanction of the Company in General Meeting.
	13a			The Board may grant permission for Sub-Division/Consolidation of Share Certificates.



**KANNAN RAMAKRISHNAN**  
DIRECTOR  
DIN: 08202306

CERTIFICATE OF SECURITIES	14			Subject to the restriction on issue /holding/transfer of Securities in physical form by Securities Exchange Board of India ("SEBI") or any other regulator or any other Law for the time being in force, every Member or allottee of Securities shall be entitled:
		(a)		to receive one certificate for all of his Securities within one month from the date of application for registration of transfer or two months from the date of allotment (or within such other period as the conditions of issue shall provide) without payment; or
		(b)	(i)	to receive several certificates each for market lots of Securities held by any Member, specifying the name of the person in whose favour it is issued, the Securities to which it relates and the amount paid-up thereon, upon payment of hundred rupees for each certificate after the first such certificate which shall be issued only in pursuance of a resolution passed by the Board, and on surrender to the Company of the letter of allotment, or the fractional coupons of requisite value, save in cases of issues against letter of acceptance or of renunciation or in case of issue of bonus shares. Every such certificate shall be signed as per the provisions of the Act. Particulars of every certificate issued shall be entered in the respective statutory Register against the name of the person to whom it has been issued indicating the date of issue.
			(ii)	Any two or more joint allottee of Security shall, for the purpose of this Article, be treated as single Member, and the certificate of any Security, which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them.
		(c)		A Director may sign a security certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.
RENEWAL OF SHARE CERTIFICATE	15			Subject to the restriction on issue /holding/transfer of Shares in physical form by SEBI or any other regulator or any other Law for the time being in force
		(a)		No certificate of any Shares shall be issued either in exchange for those which are sub-divided or consolidated into marketable lots or in replacement of those which are defaced, torn or old, decrepit, worn

  
**KANNAN RAMAKRISHNAN**  
 DIRECTOR  
 DIN: 08202306



			out, or whether the cages on the reverse for recording transfers have been fully utilised unless the certificate in lieu of which it is issued is surrendered to the Company.
		(b)	When a new share certificate is issued in pursuance of clause (a) of this Article, it shall state on the face of it and against the stub or counterfoil that it is issued in lieu of shares certificate no. _____ sub-divided / replaced / or consolidation of Shares.
		(c)	If a share certificate is lost or destroyed, a new certificate in lieu thereof shall be issued only with the prior consent of the Board and on such terms, if any, as to evidence and indemnity as to the payment of out of pocket expenses incurred by the Company in investigating evidence, as the Board thinks fit, and on payment of a fee of twenty rupees for each of such certificates.
		(d)	When a new share certificate is issued in pursuance of clause (c) of this Article, it shall state on the face of it and against the stub or counterfoil that it is a duplicate issued in lieu of share certificate no. _____. The word 'Duplicate' shall be stamped or punched in bold letters across the face of the share certificate.
		(e)	Where a new share certificate is issued pursuance of clause (a) or clause (c) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against the names of the persons to whom the certificate is issued the number and date of issue of the share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross reference in the 'Remarks' column.
		(f)	All blank forms to be issued for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or of such other person as the Board may appoint for the purpose; and the Secretary or the other person

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

			aforesaid shall be responsible for rendering an account of these forms to the Board.
		(g)	The Company Secretary or a Director specifically authorised for this purpose shall be responsible for maintaining all books and documents relating to issue of share certificates including blank forms as referred to in sub-clause (f) above.
		(h)	All books referred to in sub-clause (g) shall be preserved in line with requirement of the Act.
THE FIRST NAMED OF JOINT HOLDERS DEEMED SOLE HOLDER	16		If any Security stands in the names of two or more persons, the person first named shall as regards receipts of dividends or bonus or service of notices and all or any other matter connected with the Company, except for transfer of the Securities, be deemed the sole holder thereof, but the joint holders of a Securities shall severally as well as jointly, be liable for the payment of all instalments and calls due in respect of such Securities and for all incidents thereof according to the companies regulations in these Articles.
COMPANY NOT BOUND TO RECOGNIZE ANY INTEREST IN SECURITIES OTHER THAN THAT OF REGISTERED HOLDER	17		Except as ordered by a court of competent jurisdiction, or as required by Law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any Share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a Security other than an absolute right thereto in accordance with these Articles, in the person from time to time registered as the holder thereof but the Board shall be at liberty at their sole discretion to register any Security in the joint names of any two or more persons or the survivor or survivors of them.
RIGHT OF NOMINATION	18		Subject to the provisions of Section 72 of the Act, every holder of Securities, the Company may, at any time, nominate a person to whom his Securities, of the Company shall vest in the event of his death.
LIMITATION OF TIME FOR ISSUE OF CERTIFICATES	19		The Company shall deliver the certificates of all Securities within,  (a) two months from the date of allotment of shares  (b) one month after the application for transfer of registration is received by the Company.  (c) six months from the date of allotment of any Debenture.

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

				Where the Securities are dealt with in a Depository, the Company shall intimate the details of allotment of Securities to Depository immediately on allotment of such Securities.
<b>BUY BACK OF SHARES</b>				
BUY-BACK OF SHARES	20	(a)		The Company may buy-back its own Shares or other specified securities subject to the approval of the shareholders in a General Meeting by a Special Resolution and in accordance with the provisions of the Act and the regulations framed in this regard by the SEBI, and in accordance with any other applicable Law or regulation for the time being in force
		(b)		The Shares or other specified securities so bought shall be dealt with in such manner as may be decided by the Board, subject to the regulations made by SEBI or such other regulatory authorities.
<b>UNDERWRITING AND BROKERAGE</b>				
PAYMENT OF COMMISSION	21			Subject to the provisions of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any securities of the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any securities of the Company.
BROKERAGE	22			The Company may pay a reasonable sum for brokerage as may be determined by the Board.
<b>CALLS</b>				
POWER TO MAKE CALLS	23	(a)	(i)	<p>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:</p> <p>Provided that the call money and intervals between calls shall be at the discretion of the Board or a Committee of the Board.</p>
			(ii)	Each Member shall, subject to receiving at least fourteen days' notice specifying the time, place and mode of payment, pay to the Company, as specified, the amount called on his Shares

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**




		(iii)	A call may be revoked or postponed at the discretion of the Board.
		(b)	A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.
		(c)	The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
		(d) (i)	If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof, to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
		(ii)	The Board shall be at liberty to waive payment of any such interest wholly or in part.
		(e) (i)	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 regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
		(ii)	In case of non-payment of such sum, all the relevant provisions of these regulations 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.
		(f)	The Board 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.
<b>LIEN</b>			
COMPANY TO HAVE LIEN ON SHARES	24		The Company shall have a first and paramount lien upon all the Shares (other than fully paid up Shares) registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such Shares and no equitable interest in any Shares shall be created except upon the footing and upon the condition

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

			that this Article will have full effect. And such lien shall extend to all dividends payable and bonuses declared from time to time in respect of such Shares and shall operate as a waiver of the Company's lien if any, on such Shares. The Board may, however, at any time, declare any Share to be exempt, wholly or partially from the provisions of this Article.
	24a		The fully paid shares shall be free from all lien and that in case of partly paid up shares the issuer's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares
AS TO ENFORCING LIEN BY SALE	25		For the purpose of enforcing such lien, the Board may sell the Share in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such Shares and may authorise one of their member to execute a transfer thereof on behalf of and in the name of such Member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such Member or his representatives and default shall have been made by him or them in payment, fulfilment or discharge of such debts, liabilities or engagements for fourteen days after such notice.
APPLICATION OF PROCEEDS OF SALE	26		The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and 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 persons entitled to the Shares at the date of the sale.
<b>FORFEITURE OF SHARES</b>			
IF MONEY PAYABLE ON SHARES NOT PAID NOTICE TO BE GIVEN TO MEMBER	27		If any Member fails to pay any call or instalment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call of instalment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
FORM OF NOTICE	28		The notice shall name a day (not being less than fourteen days from the date of the notice), and a place or places, on, and at which such call or instalment, and such interest thereon at such rate as the Directors shall determine from the day on which, such call or instalment ought to have been paid and expenses


  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

				aforesaid is to be paid. The notice shall also state that, in the event of the non- payment at or before the time and at the place appointed, the Shares in respect of which the call was made or instalment is payable, will be liable to be forfeited.
IN DEFAULT OF PAYMENT SHARES TO BE FORFEITED	29			If the requirements of any such notice as aforesaid shall not be complied with, every or any Share in respect of which such notice has been given, may at any time thereafter before payment of all calls or instalments, interests and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited Share and not actually paid before the forfeiture.
NOTICE OF FORFEITURE TO A MEMBER	30			When any Share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.
FORFEITED SHARE TO BE PROPERTY OF THE COMPANY AND MAY BE SOLD ETC.	31			Any Share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.
MEMBER STILL LIABLE TO PAY MONEY OWING AT THE TIME OF FORFEITURE AND INTEREST	32			Any Member whose Shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand, all calls, instalments, interest and expenses owing upon or in respect of such Shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment at such rate as the Board may determine, and the Board may enforce the payment thereof, as it thinks fit.
EFFECT OF FORFEITURE	33			The forfeiture of a Share shall involve extinction, at the time of the 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.
EVIDENCE OF FORFEITURE	34			A declaration in writing that the declarant is a director, the manager or Secretary of the Company and that a Share in the Company has been duly forfeited in accordance with these Articles 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.

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**




VALIDITY OF SALE UNDER ARTICLES 24 AND 30	35		Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute any instrument of transfer of the Shares sold and cause the purchaser's name to be entered in the Register of Member in respect of the Shares sold and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase proceedings, or to the application of the purchase money, and after his name has been entered in the Register of Member in respect of such Shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
CANCELLATION OF SHARE CERTIFICATES IN RESPECT OF FORFEITED SHARES	36		Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative Shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said Shares to the person or persons entitled thereto.
POWER TO ANNUL FORFEITURE	37		The Board may at any time before any Share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.
<b>TRANSFER AND TRANSMISSION OF SHARES</b>			
TRANSFER BOOKS AND REGISTER OF MEMBERS WHEN CLOSED	38		Pursuant to provisions of the Act, the Board shall have the power, after giving not less than seven day's previous notice by advertisement in the principal vernacular language in a vernacular newspaper and in English language in atleast one English newspaper circulating in the district in which the Office of the Company is situated, to close the Register of Members or Register of Debenture holders at such times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty five days in each year.
	38a		The registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the issuer on any account whatsoever.
	38b		A common form of transfer shall be used

  
**KANNAN RAMAKRISHNAN**  
 DIRECTOR  
 DIN: 08202306

DEATH OF ONE OR MORE JOINT HOLDERS OF SHARES	39			In the case of the death of any one or more of the joint holders of any Share, the survivor or survivors shall be the only persons recognised by the Company as having any title to or interest in such Share, but 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.
TITLE OF SHARES OF DECEASED MEMBERS	40			In case where nominee is not appointed by a Member under the provisions of the Act, then the executors or administrators or holders of a succession certificate or the legal representatives of a deceased Member (not being one or two or more joint holders) shall be the only persons recognised by the Company as having any title to the Shares registered in the name of such Member, and the Company shall not be bound to recognise such executors or administrators or holders of a succession certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained probate or letters of administration or succession certificate, as the case may be from a duly constituted Court in the Union of India ;
REGISTRATION OF PERSONS ENTITLED TO SHARES OTHERWISE THAN BY TRANSFER	41			Subject to the provisions of the Act and the provisions of this Articles, any person becoming entitled to Shares in consequence of the death, lunacy or insolvency of any Member, or by any lawful means other than by a transfer in accordance with these Articles, 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, lunatic or insolvent Member could have made.
	42			The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased, lunatic or insolvent Member had transferred the Share before his death, lunacy or insolvency.
PERSONS ENTITLED MAY RECEIVE DIVIDEND WITHOUT BEING REGISTERED AS MEMBER	43			A person entitled to a Share by transmission shall, subject to the right of the Board to retain such dividends or money, be entitled to receive, and may give discharge for, any dividends or other monies payable in respect of the Shares.
<b>BORROWING POWERS</b>				

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

POWER TO BORROW	44		Subject to all the applicable provisions of the Act, the Board may, from time to time, at its discretion, by a resolution passed at a meeting of the Board, accept deposits from Members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company. Provided, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the Paid-up Capital of the Company and its free reserves (not being reserves set apart for any specific purpose), securities premium, the Board shall not borrow such moneys without the consent of the Company in General Meeting.
PAYMENT OR REPAYMENT OF MONEYS BORROWED	45		Subject to the provisions of the Article 44 hereof, the payment or re-payment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the resolution shall prescribe, including by the issue of Debentures, Debenture-stock and other securities of the Company charged upon all or any part of the property of the Company (both present and future), including its uncalled Capital for the time-being, and Debentures, Debenture-stock and other securities may be made assignable, free from any equities between the Company and the person to whom the same may be issued.
FORM OF ISSUE OF DEBENTURES	46		Subject to the provisions of the Act, and subject to approval of the shareholders by way of necessary resolution, any Debentures, Debenture-stock or other securities may be issued, by the Company at a discount, premium or otherwise, and may be issued on the condition that they shall be convertible into Shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawings, allotment of Shares and attending (but not voting) at General Meetings, appointment of Directors, and otherwise.
<b>CONVERSION OF SHARES INTO STOCK AND RECONVERSION</b>			
SHARE MAY BE CONVERTED INTO STOCK	47		The Company, in General Meeting may convert any Paid-up Shares into stock, and when any Shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interest therein, or any part of such interest, in the same

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

				manner, and subject to the same regulations as, and subject to which Shares from which the stock arise might have been transferred, if no such conversion had taken place, or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into Paid-up Shares of any denomination.
RIGHTS OF STOCK-HOLDERS	48			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 meeting 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 of winding-up) shall be conferred by an amount of stock which would not, if existing in Shares, have conferred that privilege or advantage.
<b>MEETINGS OF MEMBERS</b>				
ANNUAL GENERAL MEETING	49			The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. Annual General Meeting of the Company shall be held within six months after the expiry of each financial year, provided that not more than fifteen months shall lapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall apply in case the registrar of companies extends the time period for holding the Annual General Meeting under the Act.
EXTRA-ORDINARY GENERAL MEETING	50			The Board may, whenever it thinks fit, call an Extraordinary General Meeting, or it shall do so upon a requisition in writing by any Member or Members holding in the aggregate not less than one-tenth of the Paid-Up Capital as at that date, carries the right of voting in regard to the matter in respect of which the requisition has been made.
REQUISITION OF MEMBERS TO STATE OBJECT OF MEETING	51			Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the Office, provided that such requisition may consist of several documents in like form, each signed by the requisitionists.
ON RECEIPT OF REQUISITION	52			Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the valid requisition being deposited at the

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**



DIRECTORS TO CALL MEETING, AND IN DEFAULT REQUISITIONISTS MAY DO SO				Office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, may themselves call the meeting in accordance with the Act, and the meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.
MEETING CALLED BY REQUISITIONISTS	53			Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board. The meeting called by requisitionists cannot be held on a national holiday.
TWENTY-ONE DAYS' NOTICE OF MEETINGS TO BE GIVEN	54			General meeting of a Company may be called by giving not less than twenty-one day's notice either in writing, or through electronic mode, in accordance with the provisions of the Act. Provided that a General Meeting may also be called by giving shorter notice if the consent of the Members, either in writing, or in electronic mode, is obtained as per the provisions of the Act.
OMISSION TO GIVE NOTICE NOT TO INVALIDATE A RESOLUTION PASSED	55			The accidental omission to give any such notice as aforesaid to any of the Members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.
MEETING NOT TO TRANSACT BUSINESS NOT MENTIONED IN NOTICE	56			No General Meeting, Annual or Extraordinary, shall be competent to discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.
QUORUM AT GENERAL MEETING	57			The quorum for any of the General Meetings shall be as specified in the Act.
BODY CORPORATE DEEMED TO BE PERSONALLY PRESENT	58			A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with the provisions of the Act.
IF QUORUM NOT PRESENT, MEETING TO BE	59			If the requisite quorum in conformity with Article 57 is not present within half an hour from the time appointed for holding a meeting of the Company, then:

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**


DISSOLVED OR ADJOURNED				
		(a)	(i)	the meeting shall stand adjourned to the same day next week at the same time and same place, or to such other date and such other time and place as the board may determine; or
			(ii)	the meeting if called by the requisitionists shall stand cancelled.
		(b)		If at the adjourned meeting also, the quorum is not present within half an hour from the time appointed for holding meeting, then the Members present shall be the quorum for the purpose of conducting the meeting.
CHAIRMAN OF GENERAL MEETING	60			The Chairman (if any) of the Board shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairman of the Board, or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting, or if he shall be unable or unwilling to take the chair, then the Managing Director/ Whole-Time Director shall be entitled to take the chair, and failing him the Directors present may choose one of their Member to be the Chairman of the Meeting. If no Director be present, or if all the Directors present decline to take the chair, then the Members present shall elect one of their number to be the Chairman by way of show of hands/poll (in compliance with the relevant provisions of the Act) as the case may be.
BUSINESS CONFINED TO ELECTION OF CHAIRMAN WHILE CHAIR VACANT	61			No business shall be discussed at any General Meeting except the election of a chairman while the chair is vacant.
CHAIRMAN WITH CONSENT MAY ADJOURN MEETING	62			The Chairman with the consent of the Members may adjourn any meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
QUESTIONS AT GENERAL MEETING HOW DECIDED	63			<p>The resolutions proposed to the Members for their approval will be voted upon as per the provisions prescribed for voting under the Act.</p> <p>Election of Chairman at the meeting or adjournment of meeting as allowed in the Act, shall be voted upon as per the provisions of the Act.</p>

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

CHAIRMAN'S CASTING VOTE	64			Chairman's vote, if he is also a Member, shall be construed as casting vote, in case of equality of votes in respect of any business transacted at a General Meeting, as per the provisions of the Act.
<b>VOTE OF MEMBERS</b>				
MEMBERS IN ARREARS NOT TO VOTE	65			No Member shall be entitled to vote, either personally or by proxy, at any General Meeting of a class of shareholders (including remote e-voting), in respect of any Shares registered in his name on which any calls or other sums presently payable by him have not been paid, or in regard to which the Company has exercised any right of lien.
ELECTRONIC VOTING	66			The Company shall provide electronic voting facility for the shareholders in terms of the Act and rules, with respect to all the General Meetings and voting by postal ballot. A Member may exercise his vote at a meeting by electronic means in accordance with applicable provisions of the Act.
NUMBER OF VOTES TO WHICH MEMBER ENTITLED	67			Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions on voting for the time being attached to any class of Shares for the time being forming part of the Capital of the Company, every Member, not disqualified by Article 65 shall be entitled to be present in person and the voting right of every Member present in person or by proxy shall be in proportion to his Share of the Paid-Up equity share capital of the Company which is each share shall carry one vote..
CASTING OF VOTES BY A MEMBER ENTITLED TO MORE THAN ONE VOTE	68			A Member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes, or cast in the same way all the votes he uses. The right to exercise such voting shall be subject to the facility of the e-voting agency (that the company appoints for the General Meeting) providing the facility for electronic voting.
VOTES OF JOINT MEMBERS	69			If there be joint registered holders of any Shares, any one of such persons may vote at any meeting, or may appoint another person (whether a Member or not) as his proxy in respect of such Shares, as if he were solely entitled thereto, and, if more than one of such joint holders be present at any meeting, or appointing any proxy, that one of the said persons so present/appointing any proxy, whose name stands higher on the Register of Member shall alone, be

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

			entitled to speak and to vote, or to appoint proxy, in respect of such Shares, but the other or others of the joint holders, shall be entitled to be present at the meeting. In the case of appointment of Proxy, if the person whose name stands higher on Register of Members does not appoint proxy, then the proxy appointed by the second joint holder will be considered. Several executors or administrators of a deceased Member in whose name the Shares stand shall for the purpose of these Articles be deemed joint holders thereof.
VOTING IN PERSON OR BY PROXY	70		Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a Member may vote either by a proxy, or by a representative duly authorised in accordance with the provisions of the Act, and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were an individual Member.
APPOINTMENT OF PROXY	71		Every proxy (whether a Member or not) shall be appointed in writing under the hand of the appointer or be signed by an Officer or any attorney duly authorised by it, and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meetings.
PROXY EITHER FOR SPECIFIED MEETING OR FOR A PERIOD	72		An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof, or it may appoint for the purpose of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.
PROXY TO VOTE AS PER ACT	73		A Member present by proxy shall be entitled to vote as allowed under the relevant provisions of the Act.
DEPOSIT OF INSTRUMENT OF APPOINTMENT	74		The instrument appointing a proxy, 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 Office not less than forty eight hours before the time for holding the meeting or the adjourned meeting at which the person named in instrument proposes to vote, and in default the instrument or proxy shall not be treated as valid.
FORM OF PROXY	75		Every instrument appointing proxy shall be in such form as prescribed in the Act.

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**



VALIDITY OF VOTES GIVEN BY PROXY NOTWITHSTANDING DEATH OF MEMBER	76			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 a revocation of the proxy or any authority under which the proxy was executed, or transfer of Shares in respect of which the proxy is given
TIME FOR OBJECTIONS OF VOTES	77			No objection shall be made to the validity of any vote, except at any meeting at which such vote shall be tendered and every vote whether given personally or by proxy, not disallowed at such meeting shall be deemed valid for all purposes of such meeting whatsoever.
MINUTES OF GENERAL MEETING AND INSPECTION THEREOF BY MEMBERS	78	(a)		The Company shall cause minutes of all proceedings of every General Meeting to be kept in accordance with the provisions of the Act.
		(b)		Any such minutes shall be evidence of the proceedings recorded therein.
		(c)		The book containing the minutes of proceedings of General Meetings shall be kept at the Office of the Company and can be inspected as per the provisions of the Act.
<b>REGISTERS AND RECORDS</b>				
REGISTERS AND RECORDS	79			In compliance with the provisions of the Act, the Company shall keep and maintain all statutory registers/records at its Office or at such places as approved by the board.
INSPECTION	80	(a)		The records and registers shall be allowed for inspection by any Member or any other persons, only if and to the extent permitted under the Act
		(b)		The inspection of registers/records will be subject to such amount of inspection fee as may be prescribed by the Board wherever the Act provides for such inspection fee.
		(c)	(i)	Wherever the Act provides that the time and manner of inspection of registers/ records shall be subject to conditions as may be specified by the Company, such conditions may be prescribed by the Board.
			(ii)	In all other cases, the registers/records can be inspected as per the provisions of the Act.

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

EXTRACTS AND COPIES	81	(a)	(i)	Any person permitted by the Act may take extract of registers and records during inspection, to the extent so permitted and subject to the terms and conditions as specified under the Act or by the Board, wherever the Act permits the Company to specify such terms and conditions, and subject to such fees as may be prescribed by the Board, wherever such fees can be specified by the Company under the Act.
			(ii)	Extracts may also be requested by any person permitted by the Act of such registers and records, wherever it is permitted, to the extent so permitted, and subject to the terms and conditions as specified under the Act or by the Board, wherever the Act permits the Company to specify such terms and conditions, and subject to such fees as may be prescribed by the Board, wherever such fees can be specified by the Company under the Act.
			(iii)	Copies of such registers and records may be taken during inspection, or requested in writing by any Member, as permitted by the Act, and to the extent permitted by the Act, subject to such fees as may be prescribed by the Board, wherever such fees can be specified by the Company under the Act.
		(b)		On a request made in writing by any Member for an additional copy of the annual report, the same will be provided on a payment of such fees as may be prescribed by the Board.
COPIES OF MEMORANDUM ETC.	82			Copies of the Memorandum and Articles of Association of the Company and other documents referred to in the Act, shall be sent by the Company to every Member at his request within seven days of the request on payment of such fees as may be prescribed by the Board.
FORMAT OF REGISTERS AND RECORDS	83			Registers / records of the Company may be maintained in the formats prescribed under the Act and rules made thereunder in physical or electronic form as the Board of Directors of the Company may think fit.
<b>DIRECTORS</b>				
NUMBER OF DIRECTORS	84	(a)		Until otherwise determined by a General Meeting of the Company and subject to the provisions of the Act, the number of Directors (including the Managing Director and Nominee Director but excluding Debenture and Alternate Directors) shall not be less than three, and not more than fifteen.
		(b)		The first Directors of the company shall be:  1. Kannan Ramakrishnan

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

			2. Deepak Parasuraman
APPOINTMENT OF NOMINEE DIRECTOR	85	(a)	Board may appoint any individual as a Director nominated by any institution in pursuance of the provisions of any Law for the time being in force, or of any agreement, or by the Central Government or State Government by virtue of its shareholding in the Company. Such nominee Director shall not be liable to retirement by rotation and shall hold office so long as the conditions specified in the agreement remain in force. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to any financial institution out of any loans, Debenture, assistance granted by them to the Company, or so long as the financial institution holds or continues to hold Debentures / Shares in the Company as a result of underwriting, or by direct subscription or private placement, or so long as any liability of the Company arising out of any guarantee furnished by the financial institution on behalf of the Company remains outstanding, the financial institution shall have a right to appoint from time to time, any person or persons as a Director or Directors, whole-time, or nonwhole-time, which Director or Directors is/are hereinafter referred to as "Nominee Director(s)" on the Board of Company, and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place(s).
		(b)	The Board of Directors of the Company shall have no power to remove from office the nominee Director(s). At the option of the financial institution such nominee Director(s) shall not be required to hold any share qualification in the Company.. Subject as aforesaid, the nominee Director(s) shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.
		(c)	The nominee Director(s) so appointed shall hold the said office only so long as any moneys remain owing by the Company to the financial institution or so long as the financial institution holds or continues to hold Debenture/Shares in the Company as a result of underwriting, or by direct subscription or private placement, or the liability of the Company arising out of the guarantee is outstanding, and the nominee Director(s) so appointed in exercise of the said power,

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

			shall ipso facto vacate such office immediately upon the moneys owing by the Company to the financial institution are paid off, or on the financial institution ceasing to hold Debentures / Shares in the Company, or on the satisfaction of the liability of the Company arising out of the guarantee furnished by the financial institution.
		(d)	The nominee Director(s) appointed under this Article shall be entitled to receive all notices of, and attend all, General Meetings, Board Meetings, and of the Meetings of the Committee of which the nominee director(s) is/are member(s), as also the minutes of such meetings. The financial institution shall also be entitled to receive all such notice and minutes.
		(e)	The Company shall pay to the nominee Director(s) sitting fees and expenses to which the such Directors of the Company are entitled, but if any other fees, commission, monies or remuneration in any form is payable to the Directors of the Company, the fees, commission, monies and remuneration in relation to such nominee Director(s) shall accrue to the financial institution and the same shall accordingly be paid by the Company directly to the financial institution. Any expenses that may be incurred by the financial institution or such nominee Director(s) in connection with their appointment of directorship shall also be paid or reimbursed by the Company to the financial institution or, as the case may be, to such nominee Director(s).
		(f)	Provided that any such nominee Director(s) is an officer of the financial institution the sitting fees, in relation to such nominee Director(s) shall also accrue to the financial institution, and the same shall accordingly be paid by the Company directly to the financial institution.
		(g)	Provided also that in the event of the nominee Directors being appointed as whole time Directors, such nominee Directors shall exercise such powers and duties as may be approved by the financial institution and have such rights as are usually exercised or available to a whole time Director in the management of the affairs of the Company. Such whole time Director(s) shall be entitled to receive such remuneration, fees, commission, and monies as may be approved by the financial institution

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**



DEBENTURE DIRECTORS	86			If it is provided by the trust deed, securing or otherwise in connection with any issue of Debentures of the Company, that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of Debentures, the person or persons having such power may exercise such power from time to time, and appoint a Director accordingly. Any Director so appointed is herein referred to as Debenture Director. A Debenture Director may be removed from office at any time by the person or persons in whom for the time being, is vested with the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be liable to retire by rotation.
APPOINTMENT OF ALTERNATE DIRECTOR	87			The Board may, subject to the provisions of the Act, appoint a person (not being a person holding any alternate directorship for any other Director in the Company), to act as an Alternate Director for the Original Director during his absence for a period of not less than three Months from India.
DIRECTORS' POWER TO ADD TO THE BOARD	88			Subject to the provisions of the Act, the Board shall have power, at any time, to appoint any person to be an additional Director, but so that the total number of Director shall not at any time exceed the maximum number fixed under these Articles. Any such additional Director shall hold office only up to the date of the immediately ensuing Annual General Meeting.
DIRECTORS' POWER TO FILL CASUAL VACANCY	89			Subject to the provisions of the Act, the Board shall have power at any time to appoint any other person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.
INDEPENDENT DIRECTOR	90			The Company shall have such number of Independent Directors on the Board, as may be required in terms of, and in compliance with the provisions of the Act, or any other Law, as may be applicable.
QUALIFICATION SHARES OF DIRECTORS	91			A Director shall not be required to hold any share qualification.

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

REMUNERATION OF DIRECTORS, MANAGER ETC.	92	(a)	Subject to the provisions of the Act, a Managing Director or a Whole Time Director or a Manager of the Company may be paid remuneration either by way of a monthly payment, or at a specified percentage of the net profits of the Company, or partly by one way and partly by the other.
		(b)	Subject to the provisions of the Act, a Director, who is neither a Whole Time Director nor a Managing Director may be paid remuneration either by way of Monthly, quarterly or annual payment or by way of commission.
		(c)	The fee payable to a Director for attending a meeting of a Board or a Committee thereof, shall be fixed by the Board of Directors within the maximum permissible amount under the Act.
DIRECTOR MAY ACT NOTWITHSTANDING ANY VACANCY	93		The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the minimum number required for quorum thereof, the continuing Directors, may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting but for no other purpose.
WHEN OFFICE OF A DIRECTOR TO BECOME VACANT	94		The office of a Director shall become vacant as per the provisions of the Act.
DISCLOSURE OF INTEREST	95		<p>A Director of the Company shall make disclosure of concern or interest, as specified under the Act, at the first meeting of the Board in which he participates as a Director, and thereafter at the first meeting of the Board in every financial year, or whenever there is any change in the disclosures already made, then at the first Board meeting held after such change.</p> <p>A Director, who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, or proposed contract or arrangement entered into or to be entered into, shall give declaration of interest specific to a contract or arrangement in accordance with the provisions of the Act.</p>
INTERESTED DIRECTORS PARTICIPATION OR VOTING IN	96		Participation and voting by any interested Director in any meeting of Board or Committee or through circular resolutions shall be in compliance with the provisions of the Act.

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

BOARD PROCEEDINGS				
RETIREMENT AND ROTATION OF DIRECTORS	97			At every Annual General Meeting of the Company, one third of such Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, the number nearest to one third shall retire from office.
ASCERTAINMENT OF DIRECTORS RETIRING BY ROTATION AND FILLING OF VACANCIES	98			Subject to the provisions of the Act, the Directors to retire by rotation under the Articles at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day, those who are to retire, shall, in default of and subject to any agreement among themselves, be determined by lot.
ELIGIBILITY OF RE-ELECTION	99			Subject to the provisions of the Act and these Articles, a retiring Director shall be eligible for re-election
COMPANY TO FILL VACANCY IN BOARD	100			Subject to the provisions of the Act, the Company at the General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing a person thereto.
PROVISION IN DEFAULT OF APPOINTMENT	101			If the place of the retiring Director is not so filled up, and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a holiday, at the same time and place. If at the adjourned meeting also, the place of the retiring Director is not filled up, and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been reappointed at the adjourned meeting unless :
		(a)		at the meeting or at the previous meeting, the resolution for the reappointment of such Director has been put to the meeting and lost; or
		(b)		the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so reappointed; or
		(c)		he is not qualified or disqualified for appointment; or
		(d)		a resolution, whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

		(e)	Section 162 is applicable to the case.
MODE OF APPOINTMENT AND REMOVAL OF DIRECTORS	102		Save as expressly provided under the Act, every Director shall be appointed by the shareholders in a General Meeting. The Company may, subject to the provisions of the Act, remove any Director before the expiration of his period of office and appoint another person in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.
NOTICE OF CANDIDATE FOR OFFICE OF DIRECTOR EXCEPT IN CERTAIN CASES	103		Subject to the provisions of the Act, any person, not being a Director liable to retire by rotation, can be proposed for appointment as Director by himself or by any Member, and such candidate shall give his consent to act as Director. Every person (other than a Director retiring by rotation or otherwise, or a person who has left at the office of the Company a notice as required under the relevant provisions of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director, shall sign and file with the Company, the consent in writing to act as a Director, if appointed.
GENERAL AUTHORITY	104		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 authorised by its Articles, then and in that case, this regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transactions as have been permitted by the Act without there being any specific Article in that behalf herein provided.
SIGNING OF DOCUMENTS	105		All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments 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.
<b>MANAGING DIRECTOR/ WHOLE-TIME DIRECTOR/ MANAGER</b>			
MANAGING DIRECTOR/ WHOLE-TIME	106		Subject to the applicable provisions of the Act:

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**



DIRECTOR/ MANAGER				
		(a)		the Board may from time to time appoint one of their body to the office of Managing Director or Whole-Time Director. The Board may also appoint a Manager, who need not be a Director. In the event of any vacancy arising in the office of the Managing Director or Whole-Time Director, the vacancy shall be filled by the Board and the Managing Director or Whole-Time Director so appointed shall hold the office for such period as determined by the Board of Directors.
		(b)		The person appointed as Managing Director shall not be liable for retirement by rotation.
		(c)		A Managing Director or Whole Time Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Company in General Meeting may from time to time determine.
		(d)		The Managing Director shall be entitled to exercise all such powers, other than those powers which are exercisable only by the Board or Shareholders under the Act, subject to the superintendence and control of the Board. Such powers may also be conferred on the Whole Time Director or Manager by the Board from time to time. Further, the Managing Director or Whole-Time Director or Manager, as the case may be, may exercise all such powers that may be delegated by the Board, subject to such terms and conditions as may be specified by the Board.
		(e)		<p>The re-appointment of a Whole-Time Director consequent to determination of their office by retirement by rotation shall not affect their current tenure of appointment and will not be treated as break in their respective office.</p> <p>The Company shall not appoint or employ at the same time the following categories of the managerial personnel, namely:</p> <p>a) Managing Director; and b) Manager.</p>
CERTAIN PERSONS NOT TO BE APPOINTED MANAGING DIRECTOR/WHOL	107			Subject to the provisions of the Act, the Company shall not appoint, or continue the employment of any person as Managing Director, Whole-Time Director or Manager who:

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

E-TIME DIRECTOR/MANAGER				
		(a)		is an undischarged insolvent, or has at any time been adjudged an insolvent;
		(b)		suspends, or has at any time suspended payment to his creditors, or makes, or has at any time made, a composition with them; or
		(c)		is, or has at any time been convicted by a court of an offence involving moral turpitude;
		(d)		<p>is below the age of twenty-one years, or has attained the age of seventy years.</p> <p>Provided that appointment of a person who has attained the age of seventy years may be made by passing a Special Resolution, in which case the explanatory statement annexed to the notice for such motion shall indicate the justification for appointing such person.</p>

#### PROCEEDINGS OF THE BOARD OF DIRECTORS

MEETINGS OF DIRECTORS	108			The Directors may meet together as a Board for the despatch of business from time to time, and at least four such meetings shall be held in every year in such manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board. The Directors may adjourn and otherwise regulate their meetings as they think fit.
NOTICE OF MEETING	109			Notice of the Board meeting shall be sent at least seven (7) days in advance of the date of board meeting. Agenda and the notes on agenda shall be sent as per the provisions of the Act.
QUORUM	110			<p>Quorum for the meeting of the Board of Directors and committee shall be as per the provisions of the Act, and regulations prescribed by SEBI from time to time.</p> <p>The participation of the Directors by video conferencing or by other audio-visual means shall also be counted for the purpose of quorum.</p>
ADJOURNMENT OF MEETING FOR WANT OF QUORUM	111			If a meeting of the Board is not held for want of quorum, then the meeting shall automatically stand adjourned to such other date and time, (if any) as may be fixed by the Board. The adjourned meeting cannot be held on a national holiday.

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

WHEN MEETING TO BE CONVENED	112		A Director may, at any time, and/or the Secretary shall, as and when directed by the Directors to do so, convene a meeting of the Board by giving notice in writing to every Director at his address registered with the Company. Such notice can be sent by hand delivery or by post or by electronic means
CHAIRMAN OF THE BOARD	113		The Chairman of the Board shall be entitled to occupy the chair at every meeting of the Board. If no Chairman is appointed in pursuance of this Article, or if at any meeting of the Board, he shall not be present within 30 (thirty) minutes of the time appointed for holding such a meeting or if he shall be unable or unwilling to take the chair, then the Managing Director shall be entitled to take the chair and, failing him the Directors present may choose one amongst themselves to be the Chairman of the meeting.
QUESTIONS AT BOARD MEETINGS, HOW DECIDED	114		Questions arising at any meeting of the Board shall be decided by a majority of votes, and in the case of an equality of votes, the Chairman shall have a second or casting vote.
POWERS OF BOARD MEETING	115		A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions, which by or under the Act, or the Articles of the Company, are for the time being vested in, or exercisable by the Board generally.
DIRECTORS MAY APPOINT COMMITTEES	116		Subject to the restrictions contained in Section 179 of the Act, the Board may delegate any of their powers to Committees of the Board consisting of such member or members of its body as it thinks fit, and it may from time to time, revoke, modify, or alter the powers, or composition of the Committees, but every Committee shall in the exercise of the power so delegated, conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board, in conformity with such regulations and in fulfilment of the purposes of their appointment, but not otherwise, shall have like force and effect as if done by the Board.
MEETING OF COMMITTEE, HOW TO BE GOVERNED	117		The Meetings and proceedings of any Committees of the Board shall be governed by the provisions of the Act, regulation prescribed by SEBI, applicable clauses contained in these Articles and any other terms prescribed by the Board.
RESOLUTION BY CIRCULATION	118		No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee, at their addresses registered with the Company in India

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

			by hand delivery, or by post, or by courier, or through electronic means, and has been approved by a majority of the Directors or members, who are entitled to vote on the resolution.
MINUTES OF PROCEEDINGS OF THE MEETINGS OF THE BOARD	119	(a)	The Company shall cause minutes of all proceedings of every meeting of the Board and Committees thereof to be kept in accordance with the Act.
		(b)	Minutes of the meeting kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.
POWERS OF DIRECTORS	120		The Board shall exercise generally all powers, other than those which may be exercised only by the Company in the General Meeting, to carry on and manage the business of the Company. The Board may also delegate any of its powers for the time being vested in the Board, to any Director(s), Officers, employee(s), or other person(s), other than those specifically prohibited by the Act, and any such delegation may be made on such terms, and subject to such conditions as the Board may think fit, and the Board may annul any such delegation at any time
<b>THE SEAL</b>			
THE SEAL, ITS CUSTODY AND USE	121	(a)	The Board may provide a Seal for the purposes of the Company, and shall have power from time to time to destroy the same, and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
		(b)	The Company shall also be at liberty to have an official Seal in accordance with the relevant provisions of the Act, for use in any territory, district or place outside India.
DEEDS & DOCUMENTS HOW EXECUTED	122	(a)	Every deed shall be executed on behalf of the Company by its duly constituted attorney(s) by way of a general or specific authorisation under a resolution of the Board, which shall be authenticated by two Directors or by a Director and Company Secretary.
		(b)	Where the Board provides for a Seal, any deed that requires affixation of the Seal, shall be executed by any person(s) authorised under the Seal as Company's

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**




			attorney(s), either generally or in respect of any specific matters. Any deed signed by such duly constituted attorney(s) under his seal shall be deemed to have been signed under the Seal of the Company. The Seal shall not be affixed on any instrument authorising such person(s) to be Company's duly constituted attorney(s), except under the authority of a resolution of the Board and such instrument of authorisation shall be signed in the presence of two Directors, or a Director and the Company Secretary.
		(c)	All other documents, contracts etc. shall be executed as per the provisions of the Act.
<b>DIVIDENDS</b>			
DIVISION OF PROFITS	123		The profits of the Company, subject to any special rights relating thereto, created or authorised to be created by these Articles, and subject to the provisions of these Articles, shall be divisible among the Members in proportion to the amount of Capital Paid-up or credited as Paid-up on the Shares held by them respectively.
THE COMPANY IN GENERAL MEETING MAY DECLARE A DIVIDEND	124		Subject to the provisions of the Act, the Company may, in General Meeting, declare dividend out of the profits for the year, and/or previous years, and/or out of free reserves in case of inadequacy of profits.
INTERIM DIVIDEND	125		The Board may from time to time, pay the Members such interim dividend as in their judgement the position of Company justifies.
CAPITAL PAID UP IN ADVANCE AT INTEREST NOT TO EARN DIVIDEND	126		Where capital is paid in advance of calls, such capital may carry interest, but shall not in respect thereof confer a right to dividend or to participate in profits.
DIVIDENDS IN PROPORTION TO AMOUNT PAID-UP	127		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, it shall rank for dividend accordingly.

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

RETENTION OF DIVIDENDS	128			Subject to the provisions of the Act, the Board shall have the power to retain the dividends under the circumstances mentioned in the Act.
RIGHT TO RIGHTS SHARES AND BONUS SHARES TO BE HELD IN ABEYANCE PENDING REGISTRATION OF TRANSFER OF SHARES	129			Where any instrument of transfer of Shares has been delivered to the Company for registration, and the transfer of such Shares has not been registered by the Company, it shall—
		(a)		transfer the dividend in relation to such Shares to the unpaid dividend account as referred to in the Act, unless the Company is authorised by the registered holder of such Shares in writing to pay such dividend to the transferee specified in such instrument of transfer; and
		(b)		keep in abeyance in relation to such Shares, any offer of rights Shares under the relevant provisions of the Act, and any issue of fully paid-up bonus shares.
DIVIDEND HOW REMITTED	130			Dividend shall be remitted in accordance with the provisions of Act/ Regulations made by SEBI.
UNCLAIMED DIVIDEND	131			Dividends unclaimed will be dealt within the provisions of the Act as may be applicable from time to time.
	131 a			There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law
NO INTEREST ON DIVIDEND	132			Subject to the provisions of the Act, no unpaid dividend shall bear interest as against the Company.
DIVIDEND AND CALL TOGETHER	133			Any General Meeting declaring a dividend may, on the recommendation of the Directors, make a call on the Members, of such amount as the meeting fixes, but so that the call on each Member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend; and the dividend may, if so arranged between the Company and the Members, be set off against the calls.
<b>CAPITALISATION</b>				
CAPITALISATION	134	(a)		The Company in General Meeting may upon the recommendation of the Board, resolve:

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

			(i)	that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
			(ii)	that such sum be accordingly set free for distribution in the manner specified in this Articles amongst the Members who would have been entitled thereto, if distributed by way of dividend and in the same proportion.
		(b)		The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in the Articles, either in or towards—
			(i)	paying up any amounts for the time being unpaid on any Shares held by such Members respectively;
			(ii)	paying up in full, unissued Shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such Members in the proportions aforesaid;
			(iii)	partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii);
				Securities premium account and Capital Redemption Reserve account may, for the purposes of this regulation, be applied in the paying up of unissued Shares to be issued to Members of the Company as fully paid bonus shares;
		(c)		A General Meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company, or any investment representing the same, or any other undistributed profits of the Company, not subject to charge for income-tax, to be distributed among the Members on the footing that they receive the same as Capital.
		(d)		Whenever such a resolution as aforesaid shall have been passed, the Board shall—
			(i)	make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid Shares if any; and
			(ii)	generally, do all acts and things required to give effect thereto.
		(e)		The Board shall have power—


  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

		(i)	to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of Shares becoming distributable in fractions; and
		(ii)	to authorise any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully Paid-up, of any further Shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing Shares;
		(f)	Any agreement made under such authority shall be effective and binding on such Members.
<b>ACCOUNTS</b>			
DIRECTORS TO KEEP TRUE ACCOUNTS	135	(a)	Subject to the provisions of the Act, the books of accounts of the Company shall be maintained at the Office of the Company, or at such other place as the Board may determine.
		(b)	The books of account shall give a true and fair view of the state of the affairs of the Company, or branch office, as the case may be, and explain its transactions. The books of accounts, and other books and papers shall be open to inspection by any Directors during business hours.
AS TO INSPECTION OF BOOKS OF ACCOUNTS	136		The books of accounts of the Company may be inspected by a Director in person as per the provisions of the Act.
<b>DOCUMENTS AND NOTICES</b>			
SERVICE OF DOCUMENTS OR NOTICES TO MEMBERS	137	(a)	Save as otherwise provided, service of documents will be made in compliance with the provisions of the Act. The documents can also be served by way of a Uniform Resource Locator (URL) in the e-mail and document posted in the said URL.

  
**KANNAN RAMAKRISHNAN**  
 DIRECTOR  
 DIN: 08202306



		(b)	Where a Member desires to receive documents through a particular mode as permitted under the Act, he shall give a prior intimation to the Company regarding the same. The Company may serve such document in such mode subject to such sum as may be fixed by the Board to defray the expenses of doing so and such sum to be paid upfront before effecting such mode of service.
ADVERTISEMENT	138		A document or notice advertised in a newspaper circulating in the district 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, or an e-mail address for the serving of documents for sending of notices to him.
ON JOINT HOLDERS	139		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 holders named first in the Register of Members, in respect of the Shares.
TO WHOM DOCUMENTS OR NOTICES TO BE SERVED OR GIVEN	140		Documents or notices of every General Meeting shall be served or given in the same manner herein before authorised, on or to, (a) every Member, (b) every person entitled to a Share in consequence of the death or lunacy or insolvency of a Member, and (c) the Auditor or auditors for the time being of the Company, and such other persons as entitled to receive the same as per the provisions of the Act.
MEMBERS BOUND BY DOCUMENTS GIVEN, TO BE SERVED ON OR GIVEN TO PREVIOUS HOLDERS	141		Every person who, by operation of Law, transfer or 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 his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such Shares.
DOCUMENT OR NOTICE BY COMPANY AND SIGNATURE THERETO	142		Any document or notice to be served, or given by the Company, may be signed by a Director or some person duly authorised by the Board for such purpose, and the signature thereto may be written, printed or lithographed or electronically including digital signature..

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

SERVICE OF DOCUMENTS OR NOTICES BY MEMBERS	143			A document may be served on a Company or an Officer thereof, by sending it to the Company, or the Officer at the Office of the Company, by registered post, by speed post, by courier service, or by leaving it at its registered Office (by hand delivery), or by means of such electronic or other mode as may be prescribed under the Act.
<b>WINDING UP</b>				
LIQUIDATOR MAY DIVIDE ASSETS IN SPECIE	144			Subject to the provisions of the Act and rules made thereunder—
		(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.
<b>INDEMNITY AND RESPONSIBILITY</b>				
DIRECTORS' AND OTHERS' RIGHT OF INDEMNITY	145			<p>The Company shall Indemnify every Officer out of the assets of the Company against any liability incurred by him in any proceedings, whether civil or criminal, in connection with the discharge of his duties as an Officer, except if such liability is caused due to his negligence or wilful contravention of any provisions of the Act.</p> <p>The Company may take and maintain any insurance as the Board may think fit on behalf of the aforesaid persons for indemnifying against any liability for their</p>

  
**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

				acts in relation to the Company for which they may be liable, subject to such terms and conditions as the Board may specify.
<b>SECRECY CLAUSE</b>				
SECRECY CLAUSE	146			Every Officer, auditor, trustee, agent, or other persons employed, or engaged for the business of the Company, shall, if so required, by the Directors, before entering upon duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company, 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 Law, or by the person to whom such matters relate, except so far as may be necessary in order to comply with any of the provisions in these presents contained.
	147			No Member shall be entitled to visit any works of the Company without permission of the Directors, or to require discovery of, or any information respecting details of the Company's trading, or any matter which is, or may be in the nature of a trade secret, mystery of trade, secret process, or any other matter which may relate to the conduct of the business of the Company, and which in the opinion of the Directors, it would be in expedient in the interests of the Company to disclose.

**KANNAN RAMAKRISHNAN**  
**DIRECTOR**  
**DIN: 08202306**

Subscriber Details						
S. NO	Name, Address, Description and Occupation		DIN/PAN/Passport Number	Place	DSC	Dated
1	SHRESHTHA BUSINESS SOLUTIONS LLP (LPIN: AAN-6043) Represented By: KANNAN RAMAKRISHNAN, S/o.RAMAKRISHNAN GANAPATHY, FLAT 101, LANCOR CORNER STONE APARTMENTS, NEW NO.35, MMT COLONY MAIN ROAD, NANGANALLUR, CHENNAI 600061 Occupation:Business		08202306	Chennai	R. KANNAN <small>Digitally signed by R. KANNAN DN: cn=R. KANNAN, o=, ou=, email=R. KANNAN@, c=IN</small>	05/08/2020
2	DEEPAK PARASURAMAN, S/o.PARASURAMAN, No.2 LIC Colony, 2nd Cross Street Dr.Radhakrishnan Nagar, Thiruvanimyur, Chennai 600041 Occupation: Business		00699855	Chennai	DEEPAK PARASURAMAN <small>Digitally signed by DEEPAK PARASURAMAN DN: cn=DEEPAK PARASURAMAN, o=, ou=, email=DEEPAK.PARASURAMAN@, c=IN</small>	05/08/2020
Signed Before Me						
Name		Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
FCA	Venkatesh Ramanathan	2A Mandira Apts, 23-A North Boag Road, T Nagar, Chennai 600017 Professional	205105	Chennai	VENKATESH RAMANATHAN <small>Digitally signed by VENKATESH RAMANATHAN DN: cn=VENKATESH RAMANATHAN, o=, ou=, email=VENKATESH.RAMANATHAN@, c=IN</small>	05/08/2020