



## प्रारूप 1 पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U52190AP2008PTC059968

2008 - 2009

मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स

SAI SILKS (KALAMANDIR) PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के भाग 9 के अधीन आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक तीन जुलाई दो हजार आठ को मेरे हस्ताक्षर से हैदराबाद में जारी किया जाता है।

### Form 1 Certificate of Incorporation

Corporate Identity Number : U52190AP2008PTC059968

2008 - 2009

I hereby certify that SAI SILKS (KALAMANDIR) PRIVATE LIMITED is this day incorporated under Part IX of the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Hyderabad this Third day of July Two Thousand Eight.

(RICHARD HENRY)

कम्पनी रजिस्ट्रार /Registrar of Companies

आंध्र प्रदेश

Andhra Pradesh

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

SAI SILKS (KALAMANDIR) PRIVATE LIMITED

6-3-790/8, FLAT NO. 1,, BATHINA APARTMENTS, AMEERPET,,

HYDERABAD - 500016,

Andhra Pradesh, INDIA

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, आंध्र प्रदेश

लिमिटेड कम्पनी के रूप में परिवर्तित होने के परिणामस्वरूप, कम्पनी के नाम में परिवर्तन का नया  
निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U52190AP2008PLC059968

मैसर्स SAI SILKS (KALAMANDIR) PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

SAI SILKS (KALAMANDIR) PRIVATE LIMITED

जो मूल रूप में दिनांक तीन जुलाई दो हजार आठ को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

SAI SILKS (KALAMANDIR) PRIVATE LIMITED

के रूप में निगमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, के साथ पठित धारा 31/21 की शर्तों के अनुसार विधिवत आवश्यक  
विनिश्चय दिनांक 14/05/2009 को पारित किया है, उक्त कम्पनी का नाम परिवर्तित होकर आज मैसर्स

SAI SILKS (KALAMANDIR) LIMITED

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

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा हैदराबाद में आज दिनांक इक्कीस मई दो हजार नौ को जारी किया जाता है।

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GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Andhra Pradesh

Fresh Certificate of Incorporation Consequent upon Change of Name on  
Conversion to Public Limited Company

Corporate Identity Number : U52190AP2008PLC059968

In the matter of M/s SAI SILKS (KALAMANDIR) PRIVATE LIMITED

I hereby certify that SAI SILKS (KALAMANDIR) PRIVATE LIMITED which was originally incorporated on Third day of July Two Thousand Eight under the Companies Act, 1956 (No. 1 of 1956) as SAI SILKS (KALAMANDIR) PRIVATE LIMITED having duly passed the necessary resolution on 14/05/2009 in terms of Section 31/ 21 read with Section 44 of the Companies Act, 1956; the name of the said company is this day changed to SAI SILKS (KALAMANDIR) LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Hyderabad this Twenty First day of May Two Thousand Nine.

(LAKSHMI PRASAD K)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies  
आंध्र प्रदेश

Andhra Pradesh

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कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

SAI SILKS (KALAMANDIR) LIMITED  
6-3-790/8, FLAT NO. 1., BATHINA APARTMENTS, AMEERPET,,  
HYDERABAD - 500016,  
Andhra Pradesh, INDIA

INCORPORATED  
UNDER THE COMPANIES ACT, 1956  
(1 OF 1956)  
COMPANY LIMITED BY SHARES  
**MEMORANDUM OF ASSOCIATION**  
OF  
SAI SILKS (KALAMANDIR) LIMITED

- I) The Name of the company is **SAI SILKS (KALAMANDIR) LIMITED**
- II) The Registered Office of the Company will be situated in the State of Telangana.
- III) The objects for which the company is established are:-

**A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE**

1. To convert M/s. Sai Silks (Kalamandir), a partnership firm into M/s. Sai Silks (Kalamandir) Private Limited, which will continue the existing business and takeover as going concern with all assets and liabilities of M/s. Sai Silks (Kalamandir).
2. To carry on the business of importers and exporters, traders, wholesale and retail dealers of and in men's, women's and children's clothing and wearing apparel and readymade, hosiery goods, garments of every kind, nature and description.
3. To carry on all or any of the business of dealers, traders, and manufacturers of all kinds of carpets, durries, mats, rugs, namdas, blankets, shawls, tweeds, linens, flannels and all other articles of woolen and worsted materials and of all articles similar to the foregoing or any of them or connected therewith.
4. To set up and carry on the business of manufacturing, refining, preparing, cleaving, sawing, acquiring, trading, importing, exporting, supplying, distributing and dealing in cut and uncut gems, precious, semi-precious stones, of gold, silver, platinum and all types of precious metals, boart, diamonds including industrial diamonds and pearls including cultured pearls, and articles of all kinds of precious and semi precious stones and metals.

5. To commence, establish, set up, carry on, conduct, manage and administer the business of exporting, importing, act as commission agents and/or distributors and / or job work contractors and / or indenters, buying, selling, retailing, through the shops, malls or company's own showrooms or by any methods of sale or display, exporting, acquiring, disposing off, supplying, distribution, ordering, classifying, trading and dealing in all types of textiles, garments, readymade, jewellery whether branded or not.
6. To carry on the business of investment agents, brokers, liaison officers and to invest and acquire, hold, sell and otherwise deal in shares, debentures, stock, bond, obligations and securities issued or guaranteed by any company falling within the same management or group as that of the Company and to deal with and invest the moneys of the company in such manner and upon such securities as shall, from time to time, be thought necessary or fit for the benefit of the company, and to lend, advance or deposit money, securities and property, with or without charge, interest or security, subject however to the condition that that at no point of time the company shall carry on the business of banking as defined in the Banking Regulation Act, 1949.

**B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:**

1. To assemble, let or hire, import, alter exchange, manipulate, and deal in all kinds of plants, machineries, spare parts and accessories or any such machinery and plants, tools, implements, apparatus, hardware utensils, substances, raw materials provisions and things necessary or convenient for the purpose of the company or required by the workman engaged by the company or any person engaged on such operations and to erect, own, acquire, maintain, work and manage workshops, foundry, and factory, godowns, buildings for the above purpose and for repairs and maintenance of the machinery and plants required for the purpose of the main business of the company.
2. carry out research in design, develop, engineer, alter, exchange or process in any manner, deal either as principal or agents, import know-how, machinery and equipment including sub-assemblies and other parts and components thereof relating to data processing and any other equipment which business which are required for attainment of main objects of the company.
3. To acquire and take over the whole or any part of the Business, Goodwill, Property and Liabilities of any person or persons, Firm, Corporation or Undertaking, either existing or new engaged in any Business which the Company is authorized to carry on and to pay for the same either in cash or in shares or partly in cash and partly in shares.
4. To apply for purchase or otherwise acquire any patent, trade names, trademarks, inventions, licenses, concessions, protections, rights, privileges and like conferring any exclusive or non-exclusive or limited rights to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of

the company on the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop or grant licenses in respect of or turn to account the property, rights or information so acquired and to assist, encourage and spend money in making experiments, tests, improvements of all inventions, discoveries, processes, patents, and rights, which the company may acquire or propose to acquire and also enter agreement to pay royalty, fees for use of patent, trade mark and copyright etc.

5. To purchase or otherwise acquire by Lease or hire or Exchange Lands, Buildings or Construct, Equip, Maintain, Alter, Improve, Develop and Rearrange or sell Factories/Plants for the purpose of the Company's Business.
6. To negotiate and enter into arrangements or contracts with individuals, Firms or Companies or any other organizations, Indian or Foreign for carrying out any of the objects of the Company.
7. To appoint Agents, Sub-agents, Dealers, Managers, Canvases, Salesmen for transacting all or any kind of Business which this Company is Authorised to carry on and to constitute agencies of the company in India or in any other Country and to establish branches, Depots, Stores, Distributions linkers or showrooms in India or abroad.
8. To train or pay the expenses relating to the training in India or abroad of any of the employees of the company or any other person in the interest of or for furtherance of the Company's business.
9. To employ and pay experts, foreign and local consultants, engineers etc., in connection with planning and development of all business connected with the Company's operations.
10. To invest and deal with the moneys of the Company, not immediately required, in or upon such investments (other than shares in the company) and in such manner as may from time to time be determined.
11. To Guarantee, Draw, Make, Accept, Endorse, Discount, Execute and issue Bills of Exchange, Promissory Notes, Bills of lading, Warrants, Debentures and other negotiable or transferable instruments or securities and to open Bank Accounts Current, overdraft or savings and to operate the same.
12. To give Guarantee or Counter Guarantees to any Bank, Insurance Company or Financial Institution for advances taken, deferred payment Guarantees obtained or any other financial accommodation taken and/or in connection with any business or transactions of the Company, and to remunerate by way of commission or otherwise any person, persons or Company for any such services rendered or to be rendered.
13. Subject to provision of section 292 and 293 of the Act, to borrow for the purpose of the Company on mortgage of its property or otherwise or any part thereof or on any bond, obligation, Promissory Notes, Debentures, Deposit receipts or other securities, payable to bearer or otherwise or on all or any one of them and at such rates of interest and for such period or periods and repayable in such manner and generally on such terms as the Directors may consider desirable, and to repay the same or any part thereof on all or any of such securities, to issue mortgage, Bonds, Obligations, Promissory notes, Debentures, Deposit receipts or other securities as aforesaid on such terms and conditions as the Directors shall determine, and to charge or secure the same on the

undertaking of the company or upon specific property and rights, present and future of the company including, if thought fit, its uncalled capital or otherwise whatsoever.

14. To enter into arrangement with any Government or Authority, Central, State, Local or Foreign or Public body or persons or authority or with any private individual that may seem conducive to the company's objects, any of them, and to obtain from any such Government or Authority, Person or company, any concessions, grants, decrees, rights, subsidies, loans, indemnities, sanctions, protection, charters, contracts, licenses, powers and privileges, whatsoever which the company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, sanctions, privileges, licenses and concessions.
15. Open account with any bank or banks and to pay into and to withdraw moneys from such account or accounts, to advance money for purchases of machinery, materials and stores in connection with the objects of the company.
16. To draw, make, accept, endorse, discount, execute and issue bills of exchange of Government of India and other promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
17. To sell or dispose of the undertaking of the company and all or any of the properties or effect of the company for cash or for stock, shares, or securities or effects of the company for such other consideration as the company may think fit.
18. To place a reserve or to distribute as dividend or bonus among the members, or to otherwise apply as the company may from time to time think fit, any money received by way of premium on shares or on debentures issued at a premium by the company, and any money received in respect of forfeited shares, and also any money arising from the sale by the company of forfeited shares subject to the provisions of the Companies Act, 1956.
19. To pay all the costs, charges and expenses, incidental to the promotion, formation, registration and establishment of the company and to remunerate (by cash or other assets or by the allotment of fully or partly paid shares or by a call or option on shares, debentures, or securities of this or any other company or in any other manner whether out of the company's capital or profits or otherwise), any person, persons or company for services rendered or to be rendered in or about the formation and promotion of the company in the conduct of its business or in introducing any property or business to the company or for any other reason which the company may think proper.
20. To provide for the amelioration and welfare of Directors, Ex-directors, Employees or Ex-employees of the company and their wives, families, dependent or connections of such persons by purchasing, building, or contribution to the building of houses, dwellings or quarters or by grants of money, pensions, gratuities, allowances, payments towards insurance, bonus, profit sharing bonuses or benefits or any other payments, or by creating, supporting or from time to time subscribing or contributing or adding in the establishment and support or association, institution, funds including provident funds and trusts, and by providing or contributing towards places of instruction and recreation, hospitals and dispensaries medical and other attendances, public health installations, transport services, markets, shops and stores and other assistances, the company shall think fit, subject to the provisions of the Companies Act, 1956.

21. To grant pensions, allowances, gratuities and bonuses to existing or former employees and officers (including directors) of the company or their dependents or connections and to make payments towards insurance for any such person and to establish, join and support trusts funds or schemes, whether contributory or non-contributory, with a view to provide pensions or allowances for such persons or to make contributions to other associations, institutions, trusts, funds, schemes, clubs or conveniences calculated to benefit such persons.
22. To make donations to such persons or institutions either in cash or in 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 our company and to subscribe, or otherwise assist or introducing business to our company and to subscribe, or otherwise assist charitable, scientific religious, benevolent, national, public or other institutions and objects or for any exhibition or for any public, general or other objects and to establish and support or aid in the establishment and support of association, institutions, funds, trusts and conveniences for the benefit of the employees.
23. To invest, hold and sell stocks, shares, debentures, debenture stocks, bonds obligations of securities issued by any company carrying on or authorised to carry on any business which the company is authorised to carry on.
24. To establish and support or aid in the establishment and support of hospitals, schools, colleges, associations, clubs, institutions, provident fund, trusts and conveniences, to benefit employees or ex-employees of the company or its predecessors in business or the dependents or connections of such persons and grant annuities, bonus, pensions and allowances and to make payments towards insurance and to subscribe, donate or guarantee money for charitable, religious or benevolent or any other objects beneficial to company or public or any exhibition or for any general or useful objects or for any other purpose which the directors may consider reasonable but not intended to serve any political cause or purpose.
25. Subject to section 391 to 394 of the Act, amalgamate with any other company having all or any of its objects similar to the objects of the company in any manner, whether with or without liquidation of the company.
26. To agree to refer to arbitration and to refer to arbitration any dispute, present or future, between the company and any other company, firm or individual and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.
27. To adopt such means of making known the business of the company or of any company in which this company may be interested as may seem expedient and in particular, by advertising in the press, radio, television and cinemas, by circulars, by purchase and exhibition of work of art or interest by publication of books and periodicals and by organizing competitions and granting prizes, rewards and donations.
28. To create any reserve fund, sinking fund, insurance fund or any other special fund under section 293A of the Act, whether for depreciation, for repairing, improving, research, extending or maintaining any of the properties of the company or for any other purpose conducive to the interest of the company.
29. To produce, manufacture, use, buy, or otherwise acquire, sell, distribute, deal in and

dispose of all articles, substances, products, appliances, apparatus and things of every class or description capable of being used in the attainment of the main objects to be carried on by the company and to do all such other things as are incidental or conducive to the attainment thereof.

**C) OTHER OBJECTS FOR WHICH THE COMPANY ESTABLISHED ARE:**

1. The Company will have the power from time to time to borrow or raise moneys which may be required for the purpose of the club or any other business activity upon Bonds, Debentures, Bills of exchange, promissory notes or other obligations or securities of the Company or by mortgage or by charge of the Company's property, including its uncalled capital (if any) and the amount guaranteed by the members of the Company for the time being, as mentioned in the next clause here of and to advance and lend money upon such security as may be thought proper or without taking any security and to invest and deal with the money of the Company not immediately required upon such securities.
2. To layout and prepare, adopt and improve any lands, for the purpose of riding, holding, horse and other shows, horse racing, shooting, playing golf, tennis, croquet or other sports and games thereon, or for any kind of athletic sports, entertainment, amusements or recreations and to construct, alter, keep in repair, houses, pavilions, refreshment rooms, stables and other buildings, erections and conveniences whether of a permanent or temporary nature which may seem directly or indirectly conducive to the Company's objects, and to pull down or demolish, sell or otherwise dispose of any buildings or erections not so required.
3. To sell, improve, manage, develop, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the company with power especially to sell, deal in and distribute all kinds of provisions, wines, spirits, tobacco and other stores among members and honorary or temporary members, for consumption either inside or outside the premises belonging to or used by the club and to give and contribute towards prizes, cups, medals, stakes and other rewards whether completed for by members or others.
4. To carry on the business as advertising agents, to purchase and sell advertising time or space on any television, radio, internet, satellite in India or abroad or any other kind of media currency in vogue or which may be in vogue at any time and to act as agent or representative for any person(s) or entities for soliciting/booking advertisements and/or any other promotional, commercial and other programmes on any form of media or medium including collection of charges and remittances thereof to principals. To deal in computer based multimedia presentations and information technology business regarding all types of audio, video, television and cinematographic films, serials software and other programmes in India or elsewhere
5. To carry on the business of real estate agents, realtors, proprietors of flats, builders, contractors of every description, decorators, maisonettes, construction of residential houses, apartments, commercial complexes and group housing and all sorts of estate activities and to establish, develop and promote residential plots/flats for different purposes and to act as consultants, brokers, agents, advisors, engineers, architects, designers, planners, surveyors, appraisers, decorators, mediator, facilitator, representative, franchisee in the field of construction and real estate of all and any type and to undertake all kinds of construction and real estate works.



6. To apply for purchase or otherwise acquire any patents, licenses, concessions and the like conferring any exclusive or non exclusive or limited right to use, make or deal with or acquisition of which may be calculated directly or indirectly for the benefit of the company and to pay royalty or fees for using the Trade marks or I/P rights for the usage of the said license or for attaining the brand or value to the company held by either directors or any outsiders.
7. To acquire and undertake the whole or any part of the business of any concern either private or public company, firm or individual and to enter into Partnership or any other arrangement for sharing profits, union of interests, cooperation, joint venture, reciprocal concessions with any person, firm or company carrying on or engaged in or about in any Business or transaction which the company is authorized to carry on or engage in or any Business or transaction capable of being conducted so as to benefit the company directly or indirectly.
8. To enter into arrangement with any government, railway, body corporate, corporation or other authorities supreme, municipal, local or otherwise & private or public bodies that seem competent or undertake operations similar to those undertaken by the Company and conducive to the company's objectives or any of them and to obtain from any such government, Railway, body concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges & concessions.
9. To carry on the business of engaging in the business of dissemination of news, knowledge and information of general interest, across the globe, through web-page design, creation, hosting and to engage and to carry on the business of broadcasting, telecasting relaying, transmitting or distributing in any manner, any audio, video or other programmes or software for internet or any other media through internet. To telecast, relay through any media including satellite, radio, and computers, distribute through any cable and satellite channels on Internet, Interactive Television or transmit the information/advertisement/products of the company or any other person.
10. To Organize, establish, support and aid in the organization for support of chit series and to act as foreman for any of the chit funds series and thereby develop the habit of saving and pursue a policy of prudent economy.
11. To carry on the business of generating, producing, distributing, transmitting, electricity / power by way of acquiring, establishing, maintaining and running wind farm projects, for captive use or for merchant sale or for others whether in India or abroad.

IV) The liability of the members of the company is limited.

V) \*The Authorized Share Capital of the Company is Rs.42,00,00,000/- (Rupees Forty Two Crores Only) divided into 21,00,00,000 (Twenty One Crore) Equity Shares of Rs.2 /- (Rupees Two) each.

***\*Sub division of nominal value of equity shares from Rs.10/- to Rs.2/- vide special resolution passed in the Extra Ordinary General Meeting dated 18<sup>th</sup> May, 2022***

VI) We the several persons whose names and address are subscribed are desirous of being formed into a company, in pursuance of the Memorandum of Associations, and we respectively agree

Sl. No	Signature, Name, Address, Description and Occupation of the Subscriber	Number of Equity Shares taken by the subscriber	Signature, Name, Address, Description and Occupation of the Witness
1	Sd/- CHALAVADI N K D PRASAD S/o. Shri Krishnamurthy Chalavadi 202, Apurupa Classic, Banjara Hills, Road No.1, Hyderabad  D O B : 07.07.1966 Occupation: Business	60,00,000 (Sixty Lakhs)	Sd/- JINESH KUMAR S/o G C Jain C/o 6-3-347-22/2, Flat No.10, Iswarya Nilayam, Dwarakapuri Colony, Punjagutta, Hyderabad-82  Occ: Company Secretary
2.	Sd/- CHALAVADI JHANSI RANI W/o Shri Naga Kanaka Durga Prasad Chalavadi 202, Apurupa Classic, Banjara Hills, Road No.1, Hyderabad  D O B : 30.01.1969 Occupation Housewife	19,00,000 (Nineteen Lakhs)	
3.	Sd/- ANNAM KALYAN SRINIVAS S/o Late A. Chandra Shekar Plot No. 60, Flat No. 202, Trendsett park view Apartments, 3 <sup>rd</sup> cross, Shanti nagar colony, Masab Tank, Hyderabad  D O B : 16.07.1974 Occupation : Business	14,00,000 (Fourteen Lakhs)	
4.	Sd/- ANNAM SUBHASH CHANDRA MOHAN S/o Late A. Chandra Shekar Plot No. 60, Flat No. 202, Trendsett park view Apartments, 3 <sup>rd</sup> cross, Shanti nagar colony, Masab Tank, Hyderabad  D O B : 29.09.1975 Occupation : Business	4,00,000 (Four Lakhs)	

Sl. No	Signature, Name, Address, Description and Occupation of the Subscriber	Number of Equity Shares taken by the subscriber	Signature, Name, Address, Description and Occupation of the Witness
5.	Sd/- <b>ANNAM SUCHITRA</b> W/o Annam Kalyan Plot No. 60, Flat No. 202, Trendsett park view Apartments, 3 <sup>rd</sup> cross, Shanti nagar colony, Masab Tank, Hyderabad D O B :08-06-1979 Occupation : Housewife	1,00,000 (One Lakhs)	
6.	Sd/- <b>ANNAM SOWJANYA</b> W/o Annam Subash Plot No. 60, Flat No. 202, Trendsett park view Apartments, 3 <sup>rd</sup> cross, Shanti nagar colony, Masab Tank, Hyderabad D O B: 16-04-1979 Occupation: Housewife	1,00,000 (One Lakhs)	Sd/- <b>JINESH KUMAR</b> S/o G C Jain C/o 6-3-347-22/2, Flat No.10, Iswarya Nilayam, Dwarakapuri Colony, Punjagutta, Hyderabad-82 Occ: Company Secretary
7.	Sd/- <b>ANNAM VENKATA RAJESH</b> S/o A. Chandra Sekhar Plot No. 60, Flat No. 202, Trendsett park view Apartments, 3 <sup>rd</sup> cross, Shanti nagar colony, Masab Tank, Hyderabad D O B: 13-09-1978 Occupation : Business	1,00,000 (One Lakhs)	
Number of Equity Shares		1,00,00,000 (One Crore)	

COMPANY LIMITED BY SHARES  
(Incorporated under Companies Act, 1956)

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**ARTICLES OF ASSOCIATION**

**OF**

**SAI SILKS (KALAMANDIR) LIMITED**

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1. The regulations contained in Table F of the first schedule to the Companies Act, 2013 (hereinafter referred as Table F) shall apply to this Company in so far as are applicable to Public Company and are not amended, modified or substituted by the following Articles.

***Interpretation***

2. In the interpretation of these Articles, unless repugnant to the subject or context:-
- a) "The company" or "this company" means **SAI SILKS (KALAMANDIR) LIMITED**.
  - b) "The Act" means the Companies Act 2013, or any statutory modification or re- enactment thereof for the time being in force.
  - c) "Auditor" means and includes those persons appointed as such for the time being by the Company.
  - d) "Board Meeting" means meeting of the Directors duly constituted or as the case may be, the Directors assembled at a Board.
  - e) "Debenture" includes the Debenture stock.
  - f) 'Directors' means the directors of the company and includes persons occupying the position of directors by whatever names called.
  - g) "Dividend" includes bonus.
  - h) Gender

Word importing the masculine gender also includes the feminine gender.

- i) In Writing or Written

"In Writing" or "Written" includes printing, lithography and other modes of representing or reproducing words in a visible form.

j) Member

“Member” means the duly registered holder from time to time of the shares of the Company and includes the subscriber to the Memorandum of the Company.

k) Meeting or Annual General Meeting

“Annual General Meeting” means a General Meeting of the members duly called and constituted and any adjourned holding thereof in accordance of section 96 of the Act.

l) Meeting or Extraordinary general meeting

“Extraordinary General Meeting” means Extraordinary General meeting of the Members duly called and constituted and any adjourned holding thereof.

m) Month

“Month” means a calendar month

n) Office

“Office” means the registered office for the time being of the Company.

o) Paid up

Paid up” includes share capital credited as paid up.

p) Persons

“Persons” includes corporation and firms as well as individuals.

q) “Promoter” shall have the meaning as defined in the Act and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018;

r) Register of members

“Register of member” means the Register of members to be kept pursuant to the Act.

s) The Registrar

“The Registrar” means the Registrar of the Companies (as defined under Section 2(75) of the Act of the state in which the office of the Company is for the time being situated.

t) Officer

“Officer” includes any director, manager or secretary, or any person in accordance with whose direction or instruction the board of Director or any or more of the directors is accustomed to act.

u) Seal

“Seal” means the Common Seal for the time being of the Company.

v) Share

“Share” means share in the share capital of a company and includes stock except where a distinction between stock and share is expressed or implied.

w) Special Resolution

“Special Resolution” shall have the meaning assigned thereto by section 114 of Companies Act, 2013.

x) Year and Financial Year.

“Year” means the calendar year and “financial year” shall have the meaning assigned thereto by section 2(41) of the Act.

### ***Public Company***

3. The company is a Public Company within the meaning of section 2(71) of the Companies Act, 2013 with a minimum paid up capital as may be prescribed from time to time.

### ***Share capital and variation of rights***

4. (i) The Authorised Share Capital of the Company shall be as laid down in Memorandum of Association of the Company.
- (ii) Subject to the provisions of the Companies Act 2013 and the applicable Rules made thereunder, the Company / Board shall have power to issue / allot shares, whether on preferential basis or otherwise, from time to time and the shares shall be under the control of the Directors who may allot or otherwise

dispose off the same to such persons, on such terms and conditions and at such times as the Directors think fit.

5. (i) The Company shall, unless prohibited by any provision of law or any order of Court, Tribunal or other authority, deliver the certificates of all securities allotted or transferred :
- (a) within a period of 30 days from the date of allotment, in the case of any allotment of any of its shares;
  - (b) within a period of 15 days from the date of receipt of request for transfer

Provided further that it shall be ensured that the transmission requests are processed for securities held in dematerialized mode and physical mode within seven days and twenty one days respectively, after receipt of the specified documents.

The Company shall issue certificate(s) in the manner laid hereunder:

- (a) one certificate for all his shares without payment of any charges; or
  - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
6. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the Articles shall be issued without payment of fees if the Board / Committee of the Board so decide or on payment of such fees (not exceeding Rupees fifty for each certificate) as the Board shall prescribe. Provided that no fee shall be charged for issue of a new certificate in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Provided that notwithstanding what is stated above, the Directors shall comply with the applicable provisions of the Act, such rules or regulation or requirements of any stock exchange or the rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956, as amended or any other act or rules applicable in this behalf.

- (ii) The company may issue new share certificates pursuant to consolidation or sub-division of share certificate(s) upon written request received from shareholder together with production and surrender of respective original share certificate(s). Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
  - (iii) The provisions of Articles (5) and (6) shall mutatis mutandis apply to debentures of the company.
  - (iv) The Company will issue certificates or receipts or advices, as applicable, of subdivision, split, consolidation, renewal, exchanges, endorsements, issuance of duplicates thereof or issuance of new certificates or receipts or advices, as applicable, in cases of loss or old decrepit or worn out certificates or receipts or advices, as applicable within a period of thirty days from the date of such lodgement or such other time as may be prescribed under Regulation 39(2) of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
  - (v) Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the directors so approve (upon paying such fee as the Directors may determine) to several certificates of each class for one or more of such shares and the Company shall complete and have ready for delivery such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe and approve, provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holders.
7. Except as required by law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any



equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

8. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
  - (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
  - (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
9. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48 and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
  - (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply. , but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
10. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
11. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

### ***Lien***

12. (i) The company shall have a first and paramount lien—
  - (i) on every share / debentures (not being a fully paid shares / debentures), for all money (whether presently payable or not) called, or payable at a fixed time, in respect of that share;

- (ii) on all shares (not being fully paid shares) standing registered in the name of a single person for all money presently payable by him or his estate to the Company; and
- (iii) on 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/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures.
- (iv) Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures.

Provided that the Board may, at any time, declare any shares/debentures wholly or in part to be exempt from the provisions of this Article.

13. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
  - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
14. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
15. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

#### **Further Issue of Shares**

16. Where at any time, it is proposed to increase the subscribed capital of the Company by allotment of further shares then :
- (a) Such further shares shall be offered to the persons who, at the date of the offer, are holders of the Equity Shares of the Company, in proportion, as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer, subject to the following conditions, namely;-
    - (i) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen days or such lesser number of days as may be prescribed and not exceeding thirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;
    - (ii) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (i) shall contain a statement of this right;
    - (iii) After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the shareholders and the Company.
17. Notwithstanding anything contained in article 16, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever:
- (a) If a special resolution to that effect is passed by the Company in general meeting, or
  - (b) Where no such resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the

proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company.

18. Nothing contained in article 16 hereof shall be deemed :
- (a) To extend the time within which the offer should be accepted; or
  - (b) To authorize any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
19. Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debentures issued or loans raised by the company:
- (a) To convert such debentures or loans into shares in the Company; or
  - (b) To subscribe for shares in the Company

Provide that the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

- (c) Either has been approved by the Central Government before the issue of debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and
- (d) In the case of debentures or loans or other than debentures issued to, or loans obtained from the Government or any institution specified by the Central Government in this behalf, has also been approved by the special resolution passed by the Company in General Meeting before the issue of the loans.

#### ***Calls on shares***

20. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.
  - (iii) A call may be revoked or postponed at the discretion of the Board.
  - (iv) The option or right to make call on shares shall not be given to any person except with the sanction of the Company in General Meetings. That is, it may delegate power to make calls on shares subject to approval of the shareholders in a general meeting of the company.
21. 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 installments.
22. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
23. (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.
24. (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.
25. (i) The Board may, if it thinks fit (subject to the provisions of Section 50 of the Act) agree, to and receive from any Member willing to advance the same, the whole or any part of the moneys due upon the shares held by

him beyond the sums actually called up, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the Member paying such sum in advance and the Board agree upon, provided that the money paid in advance of calls shall not confer a right to participate in profits or dividend. The Board may at any time repay the amount so advanced.

- (ii) No Member shall be entitled to voting rights in respect of the money(ies) so paid by him until the same would but for such payment, become presently payable by such Member.
- (iii) The provisions of these Articles shall mutatis mutandis apply to the calls on Debentures of the Company.

#### ***Transfer of shares***

- 26. (i) The Company shall use a Common form of transfer. The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
  - (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
  - (iii) In accordance with Section 56 of the Act, the Rules and such other conditions as may be prescribed under Law, every instrument of transfer of shares held in physical form shall be in writing. In case of transfer of shares where the Company has not issued any certificates and where the shares are held in dematerialized form, the provisions of the Depositories Act, 1996 shall apply. All provisions of Section 56 of the Act and statutory modifications thereof for the time being shall be duly complied with in respect of all transfer of shares and registrations thereof.
27. The Board may, subject to the right of appeal conferred by section 58 decline to register—
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
  - (b) any transfer of shares on which the company has a lien.
28. The Board may decline to recognise any instrument of transfer unless—

- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
  - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
  - (c) the instrument of transfer is in respect of only one class of shares.
29. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

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

30. Subject to the provisions of Section 59 of Companies Act, 2013, Securities Contracts (Regulation) Act, 1956 and these Articles, the Board may (at its own absolute and uncontrolled discretion) decline to register any transfer of Shares on such grounds as it think fit in the benefit of the company (notwithstanding that the proposed transferee be already a Member), but in such case it shall, (i) within 15 days from the date the instrument of transfer of shares, (ii) seven days in case of transmission of shares held in dematerialised form, or (iii) twenty one days in case of transmission of shares held in physical form, or such other time period as prescribed under Regulation 40(3) of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 for transfer or transmission of securities, from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company , send to the transferee and the transferor notice of the refusal to register such transfer giving reasons for such refusal. Provided that registration of a 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 Company on any account whatsoever.
31. Provided further that, in accordance with Regulation 40 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, [except in case of transmission or transposition of securities, requests for effecting transfer of securities shall not be processed unless the securities are held in the dematerialized form with a depository].

### ***Transmission Of Shares***

32. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
33. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
34. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
35. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and



if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

- (a) No fee shall be charged by the Company in respect of the registration of transfer or transmission of shares, or for registration of any power of attorney, probate, letters of administration and succession certificate, certificate of death or marriage or other similar documents, sub division and/or consolidation of shares and debentures and sub-divisions of letters of allotment, renounceable letters of right and split, consolidation, renewal and genuine transfer receipts into denomination corresponding to the market unit of trading.

### ***Forfeiture Of Shares***

- 36. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
- 37. The notice aforesaid shall—
  - a. name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
  - b. state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
- 38. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
- 39. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.  
  
(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
- 40. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

41. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (iii) The transferee shall thereupon be registered as the holder of the share.
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
42. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### ***Alteration Of Capital***

43. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution. The Authorised Share Capital shall be as per clause V (a) of Memorandum of Association of the company.
44. Subject to the provisions of section 61, the company may, by ordinary resolution,—
- a. increase its authorised share capital by such amount as it thinks expedient.
  - b. consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - c. convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

- d. sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- e. cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

45. Where shares are converted into stock,—

- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

46. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law—

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

***Shares at the disposal of the Directors:***

47. Subject to the provisions of Section 62 and other applicable provisions of the Act, and these Articles, the shares in the Capital of the Company for the time being (including any shares forming part of any increased Capital of the Company) shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such person, in such proportion and on such terms and conditions and either at a premium or at par or at discount (subject to compliance with Section 53 and 54 of the Act) and at such time as they may from time to time think fit and with sanction of

the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting. A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of rights issue, preferential offer or private placement, subject to and in accordance with the Act, Rules and other applicable provisions of law.

***Directors may refuse to register transfer:***

48. Subject to the provisions of Sections 58 and 59 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to any shares or interest of a Member in or debentures the Company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.

Provided that the registration of a 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 Company on any account whatsoever except where the Company has a lien on shares.

***Capitalisation of profits***

49. (i) The company in general meeting may, upon the recommendation of the Board resolve—
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been

entitled thereto, if distributed by way of dividend and in the same proportions.

- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—
    - A. paying up any amounts for the time being unpaid on any shares held by such members respectively;
    - B. paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
    - C. partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
  - (iii) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
  - (iv) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
50. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
  - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power—
- (a) 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
  - (b) 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;

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

***Term of issue of Debenture:***

51. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the company in the General Meeting by a Special Resolution.

***Dematerialisation Of Securities***

52. (i) **For the purpose of this Article: -**

**"Beneficial Owner":** Beneficial Owner shall have the meaning assigned thereto in section 2(1)(a) of the Depositories Act, 1996.

**"Depositories Act":** Depositories Act shall mean the Depositories Act, 1996 and includes any statutory modification or re-enactment thereof for the time being in force.

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

**"Member":** Member shall mean a duly registered holder from time to time of the security of the company and includes every person whose name is entered as beneficial owner in the records of the Depository.

**"Security":** Security shall mean such security as may be specified by SEBI.

**(ii) "Dematerialisation of Securities":** Notwithstanding anything on the contrary contained in this Article, the company shall be entitled to dematerialise its securities and to offer securities in a dematerialised form and further to rematerialise the securities held on depository pursuant to the Depositories Act, 1996 or any amendment thereof or any statutory modification(s) thereto or re-enactment thereof, the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 and other Applicable Law.

**(iii) "Option to hold securities in physical form or with depository":** Every person holding securities of the company through allotment or otherwise shall have the option to receive and hold the same in the dematerialised form with a depository.

**(iv) "Beneficial Owner may opt out of a Depository":** Every person holding securities of the company with a depository, being the beneficial owner thereof, may at any time opt out of the depository in the manner provided under the provisions of the Depositories Act and the Rules, if any, prescribed there under and on fulfillment of the conditions prescribed by the company from time to time, company shall issue the relevant security certificates to the beneficial owner thereof.

**(v) "Securities in Depositories to be in fungible form":** All securities held by a depository shall be dematerialised and shall be in fungible form. Nothing contained in Sections 153, 153A, 153B, 187B, 187C and 372A of the Companies Act, shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.

**(vi) "Rights of depository and beneficial owners":** A depository shall be deemed to be the registered owner for the purposes of affecting the transfer of ownership of securities on behalf of the beneficial owners and shall not have any voting rights or any other rights in respect of the securities held by it.

**(vii)** Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all rights and benefits and be subject to all the liabilities in respect of his/her securities, which are held by a depository.

**(viii) "Transfer of securities":** Transfer of security held in a depository will be governed by the provisions of the Depository Act, 1996. Nothing contained in Section 56 of the Companies Act, 2013 or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.

**(ix) "Register and Index of beneficial owners":** The Register and Index of beneficial owners maintained by a depository under the Depositories Act, 1996 shall be deemed to be the Register and Index of Members and Security holders for the purpose of these Articles.

**(x) "Other matters":** Notwithstanding anything contained in these Articles, the provision of Depositories Act, 1996 relating to

dematerialisation of securities including any modification(s) or re-enactment thereof and Rules/Regulations made there under shall prevail accordingly.

**(xi)** Notwithstanding anything contained in the Act or the Articles, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the company by means of electronic mode or by delivery of floppies or disks.

**(xii)** The Company shall cause to be kept a register and index of beneficial owners in accordance with all applicable provisions of the Act and the Depositories Act, 1996 with details of shares held in dematerialised forms in any medium as may be permitted by law including in any form of electronic medium. The Company shall be entitled to keep in any country outside India a branch Register of beneficial owners residing outside India.

### ***Nomination***

53. Notwithstanding anything contained in Articles, every holder of shares(s) or debenture(s) of the Company may, at any time, nominate, in the prescribed manner, a person to whom these share(s) shall vest in the event of his death and the provisions of Section 109A and Section 109B of the Companies Act, 1956 shall apply in respect of such nomination.

The provisions of this Article shall apply mutatis mutandis to a depository of money with the Company as per the provisions of Section 58A of the Act.

### ***Buy-Back Of Shares***

54. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

### ***General Meetings***

55. All general meetings other than Annual General Meeting shall be called extraordinary general meeting.
- (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same



manner, as nearly as possible, as that in which such a meeting may be called by the Board.

### ***Proceedings At General Meetings***

57. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
- (iii) The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
- (iv) If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
- (v) If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

### ***Adjournment Of Meeting***

58. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (v) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

### ***Voting Rights***

59. Subject to any rights or restrictions for the time being attached to any class or classes of shares—

- (a) on a show of hands, every member present in person shall have one vote;  
and
  - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
60. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
61. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
62. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
63. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
64. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
65. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meetings at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

### ***Proxy***

66. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

67. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
68. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

### ***Board Of Directors***

69. The minimum number of Directors shall be 3 and maximum number of directors shall be 15.

The First Directors of the Company are:

- 1) Nagakanaka Durga Prasad Chalavadi
- 2) Subhash Chandra Mohan Annam

70. (i) Subject to the provisions of the Act, the Company may pay any remuneration, as determined by the Board of Directors / General Meeting to all or any of its Directors for the services rendered by them / him in day to day management of the affairs of the company or any other type of services, whether professional in nature or not, for any of the purposes of the company, either by a fixed sum on monthly or annual basis and / or perquisites and / or a percentage of the profits or otherwise as may be determined by the Board or the members in General Meeting.

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

- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
  - (b) in connection with the business of the company.

71. The Board may pay all expenses incurred in getting up and registering the Company.

72. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
73. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
74. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
75. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

#### ***Proceedings of the Board***

76. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) Subject to the Articles herein, a director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- (iii) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (iv) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
77. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
78. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
79. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
80. (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
81. A committee may elect a Chairperson of its meetings.
82. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
83. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of equality of votes, the Chairperson shall have a second or casting vote.
84. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
85. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

***Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer***

86. Subject to the provisions of the Act—
- (i) A chief executive officer, manager, company secretary or chief financial

officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

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

87. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

### ***Managing Director***

88. The business of the Company may be carried on by the Managing Director(s) who may be appointed by the Board of Directors / members in their General Meeting, from time to time who shall fix the terms, qualifications, remuneration, duties, authorities and powers. The Board may from time to time and subject to the provisions of the Act delegate to the Managing Director(s) such of their powers and duties and subject to such limitations and conditions as they may deem fit. The Board may from time to time, revoke, withdraw, alter or vary all or any of the powers conferred on him or dismiss him from office and appoint another in his place.

89. Subject to the provisions of section 179 and 180 of the Companies Act, 2013, the Managing Director of the Company, if any, shall be empowered to carry on the day to day business affairs of the Company. He shall have the general control, management and superintendence of the business of the Company with power to appoint and to dismiss employees and to enter into contracts on behalf of the Company in the ordinary course of business and to do and perform all other acts, deeds and things which in the ordinary course of business may be considered necessary/proper or in the interest of the Company.

### ***The Seal***

90. (i) The Board shall provide for the safe custody of the seal.

(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the Company Secretary of the Company or such other person as the Board may appoint for the purpose; and the said director or the

secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in his / her presence.

### ***Dividends And Reserve***

91. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
92. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
93. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.  
  
(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
94. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.  
  
(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.  
  
(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
95. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
96. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the

registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent
97. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
98. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
99. No dividend shall bear interest against the company.
100. Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the Company in that behalf in any scheduled bank, to be called "Unpaid Dividend Account"
101. Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Fund known as Investor Education and Protection Fund established under section 125 of the Act and the Company shall send a statement in the prescribed form of the details of such transfer to the authority which administers the said fund and that authority shall issue a receipt to the Company as evidence of such transfer.
102. All shares in respect of which dividend has not been paid or claimed for 7 (seven) consecutive years or more shall be transferred by the Company in the name of the Investors Education and Protection Fund subject to the provisions of the Act and Rules.
103. No unclaimed Dividend shall be forfeited before the claim becomes barred by law, and unclaimed Dividends shall be dealt with in accordance with the applicable provisions of the Act

#### ***Accounts***

104. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.



- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
- (iii) that any amount paid up in advance of calls on any share may carry interest but shall not in respect thereof confer a right to dividend or to participate in profits;

### ***Winding Up***

- 105. 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.
- 106. 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.
- 107. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

### ***Indemnity***

- 108. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

*The new set of Articles of Association was adopted by the members by passing a Special Resolution in their EGM held on 22.06.2022*

Sl. No.	Names descriptions, occupations and address of the Subscribers, with their Signatures	Name, address, description and occupation of the Witness with Signature
1	<p><b>Sd/-</b></p> <p><b>CHALAVADI N K D PRASAD</b> S/o. Krishnamurthy Chalavadi 202, Apurupa Classic, Banjara Hills, Road No. 1, Hyderabad</p> <p><b>D O B : 07-07-1968</b> <b>Occupation : Business</b></p>	
2	<p><b>Sd/-</b></p> <p><b>CHALAVADI JHANSI RANI</b> W/o Chalavadi N K D Prasad 202, Apurupa Classic, Banjara Hills, Road No. 1, Hyderabad</p> <p><b>D O B : 30-01-1969</b> <b>Occupation: Housewife</b></p>	<p><b>Sd/-</b></p> <p><b>JINESH KUMAR</b> <b>S/o G C Jain</b></p>
3	<p><b>Sd/-</b></p> <p><b>ANNAM KALYAN SRINIVAS</b> A. Chandra Sekhar Plot No. 60, Flat No. 202, Trendsett park view Apartments, 3<sup>rd</sup> cross, Shanti nagar colony, Masab Tank, Hyderabad</p> <p><b>D O B : 16-07-1974</b> <b>Occupation: Business</b></p>	<p><b>C/o 6-3-347-22/2, Flat No. 10,</b> <b>Iswarya Nilayam, Dwarakapuri Colony,</b> <b>Punjagutta, Hyderabad-82</b></p> <p><b>Occ: Company Secretary</b></p>

4	<p><b>Sd/-</b>  <b>ANNAM SUBHASH CHANDRA MOHAN</b>  S/o. A. Chandra Sekhar  Plot No. 60, Flat No. 202, Trendsett park view  Apartments, 3<sup>rd</sup> cross, Shanti nagar colony, Masab  Tank, Hyderabad</p> <p><b>D O B : 29-09-1975</b>  <b>Occupation: Business</b></p>	
5	<p><b>Sd/-</b>  <b>ANNAM SUCHITRA</b>  W/o Annam Kalyan  Plot No. 60, Flat No. 202, Trendsett park view  Apartments, 3<sup>rd</sup> cross, Shanti nagar colony, Masab  Tank, Hyderabad</p> <p><b>D O B :08-06-1979</b>  <b>Occupation : Housewife</b></p>	
6	<p><b>Sd/-</b>  <b>ANNAM SOWJANYA</b>  W/o Annam Subash  Plot No. 60, Flat No. 202, Trendsett park view  Apartments, 3<sup>rd</sup> cross, Shanti nagar colony, Masab  Tank, Hyderabad</p> <p>D O B: 16-04-1979  Occupation: Housewife</p>	
7	<p><b>Sd/-</b>  <b>ANNAM VENKATA RAJESH</b>  S/o A. Chandra Sekhar</p> <p>Plot No. 60, Flat No. 202, Trendsett park view  Apartments, 3<sup>rd</sup> cross, Shanti nagar colony, Masab  Tank, Hyderabad</p> <p>D O B: 13-09-1978  Occupation : Business</p>	<p><b>Sd/-</b>  <b>JINESH KUMAR</b>  <b>S/o G C Jain</b></p> <p><b>C/o 6-3-347-22/2, Flat No.10,  Iswarya Nilayam, Dwarakapuri Colony,  Punjagutta, Hyderabad-82  Occ: Company Secretary</b></p>

Date: 01.08.2008

Place: Hyderabad