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[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-33

SPICe MOA

(e-Memorandum of Association)

MOA language: (●) English ( ) Hindi

SRN of RUN G95227484 Pre-fill

* **Table applicable to company as notified under schedule I of the companies Act, 2013** A

Table A- MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

1. The Name of the Company is WORKSTORM INFRA PRIVATE LIMITED

2.The Registered office of the company will be situated in the state of Tamil Nadu-TN

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

1. To construct, execute, purchase, equip, support, maintain, develop, administer, manage, control and lease within or outside the country warehouses, establish, operate buildings of IT(information technology), ITES(Information Technology Enabled Services) and other constructions of commercial or office space for own use or for clients and other conveniences including roads, railways, and tramway, docks, harbors, piers, wharves, canals, serial runways and hangers, airports, reservoirs, sewage, sanitary, water, gas, electronic light, power supply works, and hotels, cold storages and markets.

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

1.To acquire, takeover and undertake the whole or any part of business as a going concern along with all assets, liabilities, licenses, quotas, rights, entitlements from any person, firm or company, to enter into partnership or into any arrangements for sharing profits, union of interests, co-operations, joint ventures, reciprocal concessions or otherwise with any person or Company carrying on or engaged in, or about to carry on or engage in any business or transaction which this company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly benefit this Company and to guarantee the contracts of or otherwise assist any such person or company and to take or otherwise acquire shares and securities of any such Company and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same.
2. Subject to the provisions of the Act, to amalgamate, absorb or merge with one or more companies or body corporate, whether or not having similar objects as of this Company and to do all such incidental acts, deeds and things as may be necessary to give effect to the amalgamation, absorption and merger.
3. To enter into, execute and fulfill all contracts, agreements, and arrangements necessary or useful for any or all of the objects of the Company with any government, quasi-government and local authorities in India or elsewhere for the purchase, sale and supply of properties, goods, merchandise, stocks, shares, securities, movable articles and things and to provide services and consultancy of all types to them on such terms and conditions as the Board of Directors deem fit from time to time.
4. To incorporate, float, form, constitute and promote any Company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company.
5. To enter into arrangements for any form of assistance including promotion or capital participation with foreign and Indian companies, firms or other organizations engaged in the business similar to that of the company and to pay for such assistance, royalty or other fees in cash or by issue of shares or debentures.
6.Subject to the Provisions of the Act to receive money on deposit with interest or otherwise and lend money with or without security to such persons, firms or Companies on such terms as may be expedient in particular to customers and others having dealings with the Company and to guarantee the performance of contracts by any such persons, firms or Companies but not to do any banking business as defined in the Banking Regulation Act, 1949.
7. Subject to the provisions of the Act, invest the moneys of the Company not immediately required on such securities and in such manner as may from time to time be determined.
8. To establish in any place in India or abroad any agencies, branches, offices for the purpose of facilitating the business and services of

the Company or its customers, subject to the law of the land in force.

9. To open one or more accounts of any kind with any bank or banks and to draw, accept, make and or discount and negotiate promissory notes, hundies, bills of exchange and other negotiable instruments connected with the business of the Company.

10. To improve, manage, develop, lease, sub-lease, license, mortgage or deal in any way with the property, rights and connections of the Company.

11. To place, to reserve, or distribute as dividends or bonus among the members or otherwise to apply, as the Company may think fit, moneys accrued in respect of forfeited shares subject to the provisions of the act.

12. Subject to the provisions of the Act, to borrow or raise or secure the payment of money from any Bank(s) or any other institution(s) or person(s) for the purpose of the Company's business in such manner and on such terms and with such rights, powers and privileges as, the Company may think fit and particularly by issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Company and with a view to hypothecate and or in any way encumber or create charge on the undertaking and all or any of the immovable and movable properties, present or future and all or any of the uncalled capital if any for the time being of the Company and to purchase, redeem or payoff any such securities.

13. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the undertaking, property, investments and rights of the Company.

14. To allot shares in this Company to be considered as fully or partly paid-up in payment of consideration of any service or property, rights of whatever description, which the Company may acquire.

15. To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the company.

16. To acquire or issue and use, deal in and pledge, mortgage, transfer, assign, sell or negotiate mercantile documents of every kind and description and without prejudice to this generality, to draw, make, accept, endorse, discount, execute, issue and assign cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds, bill of lading, railway receipts and other negotiable or transferable instruments or securities and to purchase, sell, endorse and surrender for renewal of any government promissory notes or government loan bonds or other securities of the government of India or any other government for the attainment of the main objects.

17. To promote, encourage, motivate and undertake the formation and establishment of business pools, combines, syndicate, associations or clubs as may be considered to be conducive for the advancement of the profits and interests of the Company.

18. To become members of any association or Company or member of any chamber of commerce or other body having or promoting objects similar to that of the Company.

19. To establish, provide, maintain and conduct or otherwise subsidise research works and workshops on subjects connected with the Company's objects and to award scholarships, prizes to students and others to carry on such research or studies.

20. To acquire from time to time by purchase, lease, exchange or otherwise, any lands, buildings, properties, assets, effects, rights, privileges, licences, concessions, credits or royalties for the purpose of the Company and also to build, erect or maintain buildings, godowns or other civil works, tenements and other constructions and works.

21. To create any depreciation fund, reserve fund, dividend equalization fund, sinking fund, charity fund, propaganda fund, insurance fund or any special or other fund whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for, redemption of debentures or redeemable preference shares or for any other purpose whatsoever conducive to the interest of the Company.

22. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments and securities of any Company or of any authority, supreme or municipal, local or otherwise or any person whatsoever whether incorporated or not incorporated and in general to guarantee or stand sureties for the performance of any contracts or obligations.

23. To provide for the welfare of Directors or employees or ex-employees of the Company and the wives and families or dependents or connections of such persons by building or contributing to the building of houses, dwellings or by grants of money, pensions, allowances, bonuses or other payments, or benefits or by creating and from time to time subscribing and contribution to provident fund and other funds, schemes, associations, institutions or trusts and by providing or subscribing or contributing towards places of instructions or recreations, hospitals and dispensaries, medical and other attendants and to assist or to guarantee money to charitable, scientific or national institutions, objects and purposes.

24. To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising in the press, by circulars, by exhibitions of works of arts or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

25. To dedicate, present or otherwise dispose off either voluntarily or for value, any property of the Company, deemed to be of national, public or local interest, to any national trust, public body, museum, corporation or authority or any trustees for and on behalf of any of the above or of the public.

26. To appropriate, use or layout land belonging to the Company for streets, parks, playgrounds, apartments, offices and other conveniences and to present any such land to the public or to any person or Company conditionally or unconditionally as the Company thinks fit.

27. To guarantee or become liable for the performance of the obligations of and payment of dividends and interest on any shares, debentures or securities of any Company or corporation, association of person or persons in any case in which such guarantee may be considered likely to directly or indirectly to further the objects of the Company or the interest of its members.

28. To subscribe or contribute or otherwise assist, to guarantee money to charitable, benevolent, religious, scientific, national, public or other institutions, object or purpose or for any exhibition for the attainment of the main objects.

29. To remunerate any person, firm or Company, rendering services to the Company either by cash payment or by allotment to him or them, shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought fit.

30. To aid particularly or otherwise any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or the promotion of the industry or trade for the attainment of the main objects.

31. To buy or sell land and construct buildings, factory sheds, service stations and warehouses for the attainment of main objects.

32. To carry on the business as developers, consultants, service providers, buyers, sellers, distributors, importers, exporters, stockists, contractors, service and deal in hardware, software and other allied items for the attainment of main objects.

4.The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5.The share capital of the company is 1,000,000.00 rupees, divided into,

100,000.00	Equity	shares of	10.00	rupees each	

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

S.No.	Subscriber Details					
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken		DSC	Dated
1	Naveen Velagapalli Gupta, 7, Karpagambal Street,Srinivasapuram, Kalyani Nagar, Chennai.600041 Business	01372291	5000	Equity	NAVEEN VELAGAPALLI Digitally signed by NAVEEN VELAGAPALLI Date: 2018.09.11 18:12:08 +05'30'	11/09/18
2	Anusha Pachiappan, 14, Thulukanathamman Koil Street, Kotturpuram, Chennai – 600085, Business	AMNPP4615R	5000	Equity	ANUSHA PACHIAPPAN Digitally signed by ANUSHA PACHIAPPAN Date: 2018.09.11 18:17:56 +05'30'	11/09/18
	Total Shares taken		10,000.00	Equity		

Signed before Me					
Name		Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated
FCS	G.P.Venkateswaran	17/8, 8th East Street Kamaraj Nagar Thiruvaanmiyur Chennai. 600041 S/o. P.V.Parameswaran Company Secretary	1208	GURUVAYUR PARAMESWARAN VENKATESWARAN Digitally signed by GURUVAYUR PARAMESWARAN VENKATESWARAN Date: 2018.09.11 18:19:33 +05'30'	11/09/18

Modify

Check Form

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-34

SPICe AOA

(e-Articles of Association)

AOA language (●) English ( ) Hindi

SRN of RUN G95227484 Prefill

*Table F as notified under schedule I of the companies Act, 2013 is applicable to the company

WORKSTORM INFRA PRIVATE LIMITED

A COMPANY LIMITED BY SHARES

		Article No	Description
			Interpretation
☐	☒	I	(1) In these regulations -- (a) “the Act” means the Companies Act, 2013, (b) “the seal” means the common seal of the company. (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company. (3) The Company is a Private Company as defined in Sec. 2(68) of the Companies Act, 2013 and accordingly: (a) The minimum paid up share capital of the company shall be as may be prescribed and (b) The number of members of the company shall not exceed two hundred not including - (i) Persons who are in the employment of the Company and (ii) Persons who having been formerly in the employment of the Company, were members of the Company, while in that employment and have continued to be members after the employment ceased. Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of these Articles, be treated as a single member. (c) No invitation to the public to subscribe for any securities of the Company shall be made (d) The right to transfer shares in the company shall be restricted as hereinafter provided.
			Share capital and variation of rights
☐	☒	II 1	The Share capital of the Company shall be as mentioned in clause 5 of the Memorandum of Association with power to increase or reduce the share capital and to alter, convert, classify, re-classify divide or sub- divide, consolidate and split the same, with power to attach thereto such rights as preferential or otherwise as may be determined from time to time. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
☐	☒	2	(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, -- (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
☐	☐	3	(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, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

			(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.
☐	☐	4	Except as required by law, no person shall be recognised 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 recognise (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.
☐	☐	5	(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 the one way and partly in the other.
☐	☐	6	(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.
☐	☐	7	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.
☐	☐	8	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
☐	☐	9	(i) The company shall have a first and paramount lien -- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company: Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
☐	☐	10	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.
☐	☐	11	(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.
☐	☐	12	(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.
			Calls on shares
☐	☐		(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:

		13	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.
☐	☐	14	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
☐	☐	15	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
☐	☐	16	(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.
☐	☐	17	(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.
☐	☐	18	The Board -- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.
			Transfer of shares
☐	☐	19	(i) 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.
☐	☐	20	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.
☐	☐	21	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.
☐	☐	22	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.
			Transmission of shares
☐	☐	23	(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.
☐	☐		(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 --

		24	(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.
☐	☐	25	(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.
☐	☐	26	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.
			Forfeiture of shares
☐	☐	27	If a member fails to pay any call, or instalment 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 instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
☐	☐	28	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.
☐	☐	29	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.
☐	☐	30	(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.
☐	☐	31	(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.
☐	☐	32	(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; and (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.

☐	☐	33	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
☐	☐	34	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.
☐	☒	35	Subject to the provisions of section 61, the company may, by ordinary resolution, -- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (c) 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.
☐	☐	37	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.
			Capitalisation of profits
☐	☒	38	(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); (D) 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; (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
☐	☐	39	(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.
			Buy-back of shares
☐	☒	40	Subject to such provisions of sections 68 to 70 of the Act and all other applicable provisions of law, as may be imposed for the time being and from time to time, the company may purchase and/or buy back its own shares and / or any other securities at such price and on such terms and conditions as the Board of Directors may in

			their discretion deem fit and proper and make the payment for such shares and / or any other securities which shall be extinguished.
			General meetings
☐	☐	41	All general meetings other than annual general meeting shall be called extraordinary general meeting.
☐	☒	42	((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. (iii)(a) The Board of Directors of the Company will have authority to convene General Meetings of the Company and to fix the day, time, place and agenda of the General Meeting of the Company. (b) All Annual General Meetings of the Company may be convened by giving not less than 7 (seven) days notice in writing. All other General Meetings may be convened by giving not less than 5 (five) days notice in writing. (c) The provisions of Section 102 of the Companies Act, 2013 shall not apply to this Company. Any business to be transacted at any General Meeting shall be ordinary business (d) The provisions of Section 105(2) of the Companies Act, 2013, shall not apply to this Company. (e) Except as required by law no General Meeting shall be entitled to require any information with respect to the affairs of the Company which the Directors object to making public on the ground that the publication will not be consistent with the interest of the Company
			Proceedings at general meetings
☐	☐	43	(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.
☐	☐	44	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
☐	☐	45	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.
☐	☐	46	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
☐	☐	47	(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. (iv) 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
☐	☐	48	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.
☐	☐	49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
☐	☐	50	(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.
☐	☐	51	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.
☐	☐	52	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
☐	☐	53	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
☐	☐	54	(i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting 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
☐	☐	55	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.
☐	☐	56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
☐	☐	57	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
☐	☒	58	The number of Directors shall be not less than two, and not more than fifteen including all kinds of Directors and the same can be increased by passing a special resolution. (b) The names of the first directors shall be determined in writing by the subscribers of the memorandum. The following persons shall be the first Directors of the Company. 1.Mr. Naveen Velagapalli Gupta 2.Mrs. Anusha Pachiappan (c) All the Directors are liable to retire by rotation. (d) The Board of Directors of the Company may appoint additional Directors and alternate Directors subject to the terms and conditions mentioned in Section 161 of the Companies Act 2013 respectively.
☐	☒	59	(i) 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) Every director of the Company shall be entitled to receive from the Company by way of sitting fees, such amount as may be decided by the Board from time to time within the ceilings if any prescribed under the Act for every meeting of the Board or a Committee of Directors of the Company attended by him in addition to the actual traveling and other expenses incurred by him in attending and returning from such meetings and also in connection with the business of the Company.
☐	☒	60	The Board may pay all expenses incurred in setting up and registering the company.
☐	☐	61	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 thinks fit respecting the keeping of any such register.
☐	☐	62	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
☐	☐	63	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.
☐	☐		(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.

		64	(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
☐	☒	65	(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. (ii) 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) The company shall have the power to hold Board or Committee meetings and general meetings of members through the means of video or tele-conferencing and allow the directors to participate in the Board or committee meetings and members in general meetings through the means of video or tele-conferencing, subject to the applicable provisions, if any, of the Act, or other regulatory provisions and all relevant articles dealing with Board or committee or general meetings shall be read, mutatis mutandis.
☐	☐	66	(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
☐	☐	67	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.
☐	☐	68	(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.
☐	☐	69	(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. (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.
☐	☐	70	(i) A committee may elect a Chairperson of its meetings. (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 members present may choose one of their members to be Chairperson of the meeting.
☐	☐	71	(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 an equality of votes, the Chairperson shall have a second or casting vote.
☐	☐	72	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.
☐	☐	73	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
☐	☐	74	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 thinks 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

☐	☐	75	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.
			The Seal
☐	☐	76	(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 two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			Dividends and Reserve
☐	☐	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
☐	☐	78	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.
☐	☐	79	(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
☐	☐	80	(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.
☐	☐	81	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.
☐	☐	82	(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.
☐	☐	83	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.
☐	☐	84	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.
☐	☐	85	No dividend shall bear interest against the company.
			Accounts
☐	☒		a) The Directors shall keep proper and complete books of accounts with respect to the dealing and working of the Company and shall prepare and keep or cause to be prepared and kept therein complete accounts of:- (i). All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place. (ii). Sales and purchases of goods by the Company:

		86	(iii). The assets and liabilities of the Company and shall also prepare and keep or cause to be prepared and kept such other accounts of the Company as the Directors shall from time to time direct. The Directors shall also keep the accounts at the Registered Office of the Company or at such other place as the Directors may think fit and (iv). The Board shall cause to be kept proper books of accounts in accordance with Section 128 of the Act. (b) (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. (c) No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or to require disclosure of any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, which may relate to the conduct of the business of the Company and which in the opinion of the Directors will be inexpedient in the interest of the members of the Company to communicate to the Public
			Winding up
☐	☐	87	Subject to the provisions of Chapter XX of the Act and rules made thereunder -- (i) 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. (ii) 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. (iii) 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
☐	☐	88	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.
☒			Others
		89	BORROWING POWERS (a) The Board may raise, or secure the repayment of such sum or sums, in such manner and upon such terms and conditions in all respects as it may think fit, and in particular by the issue of bonds, perpetual or redeemable debentures or debenture stock, or any mortgage, charge or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being. But no such creditor shall be entitled to make a call on shares. (b) Any bonds, debentures, debenture stock or other securities issued or to be issued by the Company, shall be under the control of the Board who may issue them upon such terms and conditions and in such manner and for such consideration as it shall consider to be for the benefit of the Company. (c) If any Director or other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting, the whole or any part of the assets of the Company by way of indemnity to secure the Director or other person so becoming liable as aforesaid, from any loss in respect of such liability and the Company may agree for the payment of commission or other remuneration to the Director who guarantees the debts of the Company or who becomes personally liable for the debts of the Company. (d) Subject to the provisions of the Act, and Rules made thereto, Any debentures, debenture stock, bonds or other securities may be issued at a, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares or otherwise provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the consent of the Company in General Meeting. (e) The Company shall not issue any debentures carrying voting rights at any meeting of the company whether generally or in respect of particular classes of business.

	Subscriber Details				
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	Naveen Velagapalli Gupta, 7, Karpagambal Street, Srinivasapuram, Kalyani Nagar, Chennai.600041 Business	01372291	CHENNAI	NAVEEN VELAGA PALLI Digitally signed by NAVEEN VELAGAPALLI Date: 2018.09.11 18:26:06 +05'30'	11/09/2018
2	Anusha Pachiappan, 14, Thulukanathamman , Koil Street, Kotturpuram, Chennai – 600085, Business	AMNPP4615R	CHENNAI	ANUSHA PACHIA PPAN Digitally signed by ANUSHA PACHIAPPAN Date: 2018.09.11 18:27:12 +05'30'	11/09/2018

Signed Before Me						
Name		Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
FCS	G.P.Venkateswaran	17/8 8th East Street, Kamarajnagar, Thiruvanmiyur, Chennai.600041 S/o.P.V.Parameswaran	1208	Chennai	GURUVA YUR PARAME SWARAN VENKATE SWARAN Digitally signed by GURUVAYUR PARAMESWARAN VENKATESWARAN Date: 2018.09.11 18:28:42 +05'30'	11/09/2018

Checkform

Modify

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

The Corporate Identity Number of the company is

*

*

DS MINISTRY OF CORPORATE AFFAIRS 27

Digitally signed by DS MINISTRY OF CORPORATE AFFAIRS 27
DN: c=IN, o=MINISTRY OF CORPORATE AFFAIRS, postalCode=110001, st=Delhi, street=NEW DELHI, 2.5.4.51=FIFTH FLOOR A WING SHASRTI BHAWAN, cn=DS MINISTRY OF CORPORATE AFFAIRS 27
Reason: I attest to the accuracy and integrity of this document
Date: 2018.09.18 18:37:12 +05'30'

Digital Signature Certificate

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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

* Ministry of Corporate Affairs * Office of Registrar of Companies

* as issued by the Income Tax Department

FORM NO. DIR-12

[Pursuant to sections 7(1) (c), 168 & 170 (2) of The Companies Act, 2013 and rule 17 of the Companies (Incorporation) Rules 2014 and 8, 15 & 18 of the Companies (Appointment and Qualification of Directors) Rules, 2014]

सत्यमेव जयते

Particulars of appointment of directors and the key managerial personnel and the changes among them

Form Language ◯ English ◯ Hindi

Refer the instruction kit for filing the form.

1. *This form is for ◯ New company ◯ existing company

2. (a) * Corporate Identity Number (CIN) of company

(b)Global location number (GLN) of company

3. (a) Name of the company

(b) Address of the registered office of the company

(c) E-mail ID of the company

4. Number of Managing director or director(s) for which the form is being filed

5. Details of the Managing Director, directors of the company

Details of the Managing Director or Director of the company

i Director Identification Number (DIN)

ii Name

iii Father's name

iv Present residential address

v Nationality

vi Date of birth

vii Gender

viii ◯ Appointment ◯ Cessation ◯ Change in designation

ix Designation

x Date of Appointment or change in designation (DD/MM/YYYY)

xi Category

xii Whether Chairman, Executive Director, Non-Executive Director

☐ Chairman ☐ Executive director ☐ Non Executive Director

xiii DIN of such director to whom appointee is alternate

xiv Name of the director to whom such appointee is alternate

xv Name of the company or institution whose nominee the appointee is

xvi E-mail ID of director

xvii In case of cessation

Hereby confirmed that the above mentioned ◯ Director ◯ Managing director xviii is not associated with the company

with effect from (DD/MM/YYYY) xix due to

xx **Interest in other entities**

xxi Number of such entities

xxii *CIN/LLPIN/FCRN/Registration number

xxiii *Name

xxiv *Address

xxv **Nature of interest**

xxvi *Designation

xxvii Percentage of Shareholding xxviii Amount

xxix Others (specify)

Details of the Managing Director or Director of the company

i Director Identification Number (DIN)

ii Name

iii Father's name

iv Present residential address

v Nationality

vi Date of birth

vii Gender

viii ◯ Appointment ◯ Cessation ◯ Change in designation

ix Designation

x Date of Appointment or change in designation (DD/MM/YYYY)

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xvii In case of cessation

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with effect from (DD/MM/YYYY) xix due to

xx **Interest in other entities**

xxi Number of such entities

xxii *CIN/LLPIN/FCRN/Registration number

xxiii *Name

xxiv *Address

xxv **Nature of interest**

xxvi *Designation

xxvii Percentage of Shareholding xxviii Amount

xxix Others (specify)

Details of the Managing Director or Director of the company

i Director Identification Number (DIN)

ii Name

iii Father's name

iv Present residential address

v Nationality

vi Date of birth

vii Gender

viii ◯ Appointment ◯ Cessation ◯ Change in designation

ix Designation

x Date of Appointment or change in designation (DD/MM/YYYY)

xi Category

xii Whether Chairman, Executive Director, Non-Executive Director

☐ Chairman ☐ Executive director ☐ Non Executive Director

xiii DIN of such director to whom appointee is alternate

xiv Name of the director to whom such appointee is alternate

xv Name of the company or institution whose nominee the appointee is

xvi E-mail ID of director

xvii In case of cessation

Hereby confirmed that the above mentioned ◯ Director ◯ Managing director xviii is not associated with the company

with effect from (DD/MM/YYYY) xix due to

xx **Interest in other entities**

xxi Number of such entities

xxii *CIN/LLPIN/FCRN/Registration number

xxiii *Name

xxiv *Address

xxv **Nature of interest**

xxvi *Designation

xxvii Percentage of Shareholding xxviii Amount

xxix Others (specify)

Details of the Managing Director or Director of the company

i Director Identification Number (DIN)

ii Name

iii Father's name

iv Present residential address

v Nationality

vi Date of birth

vii Gender

viii ◯ Appointment ◯ Cessation ◯ Change in designation

ix Designation

x Date of Appointment or change in designation

(DD/MM/YYYY)

xi Category

xii Whether Chairman, Executive Director, Non-Executive Director

☐ Chairman ☐ Executive director ☐ Non Executive Director

xiii DIN of such director to whom appointee is alternate

xiv Name of the director to whom such appointee is alternate

xv Name of the company or institution whose nominee the appointee is

xvi E-mail ID of director

xvii In case of cessation

Hereby confirmed that the above mentioned ◯ Director ◯ Managing director xviii is not associated with the company

with effect from (DD/MM/YYYY) xix due to

xx **Interest in other entities**

xxi Number of such entities

xxii *CIN/LLPIN/FCRN/Registration number

xxiii *Name

xxiv *Address

xxv **Nature of interest**

xxvi *Designation

xxvii Percentage of Shareholding xxviii Amount

xxix Others (specify)

6. Number of manager(s), secretary(s), Chief Financial Officer or Chief Executive Officer for which the form is being filed

7. Details of manager(s), secretary(s), Chief Financial Officer or Chief Executive Officer of the company

i Director Identification Number (DIN), if any

ii Income Tax permanent account number (PAN)

iii ◯ Appointment ◯ Cessation

iv Membership number of the secretary

v First Name

vi Middle Name

vii Last Name

viii **Father's name**

ix First Name

x Middle Name

xi Last Name

xii Present residential address xiii Line I

xiv Line II

xv City

xvi State xvii Pin Code

xviii ISO Country Code

xix Country

xx Phone xxi Fax

xxii Date of birth (DD/MM/YYYY)

xxiii Designation

xxiv Date of Appointment or cessation (DD/MM/YYYY)

xxv E-mail ID

Attachments

List of attachments

(1) Declaration by first director

(2) Declaration of the appointee director in Form No. DIR-2;

(3) Notice of resignation;

(4) Evidence of cessation;

(6) Optional attachment(s) - if any.

Declaration

I *

☐ A person named in the articles as a ______ of the company

(in case if a new company) or

☐ authorized by the Board of Directors of the Company vide ______

number dated ______

to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. I also declare that all the information given herein above is true, correct and complete including the attachments to this form and nothing material has been suppressed.

* **To be digitally signed by** NAVEEN GUPTA VELAGAPALLI Digitally signed by NAVEEN GUPTA VELAGAPALLI Date: 2019.12.09 17:38:00 +05'30'

* Designation

* Director identification number of the director; or DIN or PAN of the manager or CEO or CFO; or Membership number of the secretary

Certificate by practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

☐ The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order ;

☐ All the required attachments have been completely and legibly attached to this form;

☐ It is understood that I shall be liable for action under Section 448 of The Companies Act, 2013 for wrong certification, if any found at any stage.

* **To be digitally signed by** PRABHAKAR CHANDRASEKARAN Digitally signed by PRABHAKAR CHANDRASEKARAN Date: 2019.12.09 17:43:34 +05'30'

○ Chartered accountant (in whole-time practice) or ○ Cost accountant (in whole-time practice) or

○ Company secretary (in whole-time practice)

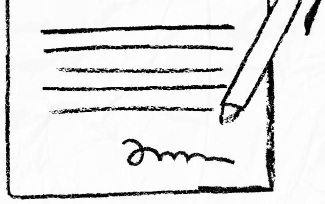
*Whether Associate or fellow ○ Associate ○ Fellow

Membership number

Certificate of Practice Number

This eForm has been taken on file maintained by the Registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.

DS MINISTRY OF CORPORATE AFFAIRS



our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.

empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

Verified RealEstate™

We're honored to be part of your real estate journey

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