

INCORPORATED  
UNDER  
THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**\*GREEN ASIA IMPEX LIMITED**

APPLICATION OF TABLE "F"

Table F as notified under Schedule - 1 of the Companies Act, 2013 is applicable to the Company.

DESCRIPTION  
INTERPRETATION

1. (i) In these Articles, the following words and expressions shall have the following or re-enactment, unless excluded thereof from time to time subject or context:

- (a) "The Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof from time to time being in force.
- (b) "The Board" or "The Board of Directors" means a meeting of Directors duly called and constituted or as the case may be the Directors assembled at a Board meeting or the requisite number of Directors entitled to pass a Circular Resolution in accordance with these Articles.
- (c) "The Company" or "This Company" means **\*"GREEN ASIA IMPEX LIMITED"**.
- (d) "Chief Executive Officer" means an officer of a Company, who has been designated as such by it.
- (e) "Chief Financial Officer" means a person appointed as the Chief Financial Officer of a Company.
- (f) "Company Secretary" or "Secretary" means a Company Secretary as defined in Clause (c) of Sub-section (1) of Section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by a Company to perform the functions of a Company Secretary under this Act.

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*\*Note: Name of the Company has been amended vide Special Resolution passed by the Members for Conversion of the Company from 'Private Limited' to 'Public Limited' at the Extraordinary General Meeting held on 8<sup>th</sup> September, 2025.*



- (g) "Director" means a Director for the time being of the Company and includes any person occupying the position of Director by whatever name called.
- (h) "Employee Stock Option" means such Securities as are issued by the Company under the Stock Option Scheme.
- (i) "Extra-Ordinary General Meeting" means any meeting other than the Annual General Meeting of the Members of the Company.
- (j) "In Writing" or "Written" means and includes printing, lithography, typewriting and any other usual substitute for writing.
- (k) "Month" means the calendar month.
- (l) "Members" means Members of the Company holding a Share of any class and registered in the Register of Members of the Company.
- (m) "The Managing Director" means the Managing Director for the time being of the Company.
- (n) "The Office" means the Registered Office for the time being of the Company.
- (o) "Persons" include any Juristic person as well as individuals.
- (p) "Proxy" includes attorney duly constituted under a Power of Attorney.
- (q) "The Regulations" or "These Presents" mean these Articles of Association as originally framed or altered from time to time and in force for the time being and includes the Memorandum of Association where the context so requires.
- (r) "The Register" means the Register of Members to be kept as required by the Act.
- (s) "The Seal" means the Common Seal for the time being of the Company.
- (t) "Special Resolution" shall have the meaning assigned thereto by the Act.
- (u) "Sweat Equity Shares" means such Equity Shares as are issued by a Company to its Directors or Employees at a discount or for consideration, other than cash, for providing their know-how or making available rights in the nature of Intellectual Property Rights or value additions, by whatever name called;
- (v) "Whole-time Director" includes a Director in the Whole-time employment of the Company.
- (w) Words importing the masculine gender shall include the feminine gender.
- (x) Words importing the singular number shall include the plural number and vice versa.
- (y) "Financial Year", in relation to any Company or Body Corporate, means the period ending on the 31<sup>st</sup> day of March every year, and where it has been Incorporated on or



after the 1st day of January of a year, the period ending on the 31<sup>st</sup> day of March of the following year, in respect whereof Financial Statement of the Company or body.

(ii) Unless the context otherwise requires words or expressions contained in these Articles shall be the same meaning as in the Act, or any Statutory modification thereof in force at the date at which these Articles become binding on the Company.

### COMPANY TO BE PUBLIC

2. The Company is a Public Company within the meaning of Section 2(71) of the Companies Act, 2013.

### SHARE CAPITAL AND VARIATION OF RIGHTS

3. (i) The Authorized Share Capital of the Company shall be such amounts and be divided into such Shares as may, from time to time, be provided in Clause V of the Memorandum of Association with power to increase or reduce the capital in accordance with the Company's Regulations and legislative Provisions for the time being in force in that behalf with the powers to divide the Share capital, whether original increased or decreased into several classes and attach thereto respectively such ordinary, preferential, special rights and conditions in such a manner as may for the time being be provided by the Regulations of the Company and allowed by law.

(ii) The Company in General Meeting may, from time to time, increase the Capital by the creation of new Shares. Such increase to be of such aggregate amount and to be divided into such shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act, any shares of the original or increased capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof, shall direct, and if no direction be given, as the Directors shall determine, and in particular, such shares may be issued with a preferential or qualified right to dividends, or otherwise and in the distribution of assets of the Company, and with a right of voting at general meetings of the Company in conformity with Section 47 of the Act. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act.

(iii) 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.

4. (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.
5. (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.
6. 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.
7. (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.
8. (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.



9. 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.
10. 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.
11. The Company may (subject to the Provisions of Section 52, 55, and 66 of the Act) from time to time by Special Resolution reduce its capital, any Capital Redemption Reserve Account or Share Premium Account in any manner for the time being authorized by law, and in particular, capital may be paid off on the footing that it may be called upon again or otherwise. This Article is not to derogate from any power the Company would have if it were omitted.
12. Subject to the provisions of Section 61 of the Act, the Company in General Meeting may from time to time sub-divide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the other or others. Subject as aforesaid, the Company in General Meeting may also cancel shares, which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
13. Whenever the Capital is divided into different classes of shares all or any of the rights and privileges attached to each class may, subject to the provisions of Sections 48 of the Act, be modified, commuted, affected or abrogated or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by holders of at least three-fourths of nominal value of the issued shares of the class or is confirmed by a Resolution passed at a separate General Meeting of the holders of shares of that class and supported by the votes of the holders of at least three-fourths of those shares, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such Meeting, but so that the quorum thereof shall be members present in person or by proxy and holding three fourths of the nominal amount of the issued shares of the class. This Article is not to derogate from any power the Company would have if it were omitted.

#### LIEN

14. (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.

15. 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:

- (i) unless a sum in respect of which the lien exists is presently payable; or
  - (ii) 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.
16. (i) To give effect to any such sale, the Board may authorize 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.

17. (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

18. (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.

19. A call shall be deemed to have been made at the time when the Resolution of the Board authorizing the call was passed and may be required to be paid by installments.

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

21. (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.

22. (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.

23. The Board:

(i) 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

(ii) 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

24. (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.

The instruments of transfer shall be in the form prescribed by the Act or the Rules made thereunder or where no such form is prescribed in the usual common form or any other form approved by the Stock Exchange in India or as near thereto as circumstances will admit.



25. The Board may, subject to the right of appeal conferred by Section 58 decline to register:

- (i) the transfer of a Share, not being a fully paid Share, to a person of whom they do not approve; or
- (ii) any transfer of Shares on which the Company has a lien.

26. The Board may decline to recognize any instrument of transfer unless:

- (i) the instrument of transfer is in the form as prescribed in Rules made under Sub-section (1) of Section 56;
- (ii) 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
- (iii) the instrument of transfer is in respect of only one class of Shares.

27. 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

28. (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 recognized 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.

29. (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.



30. (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.
31. 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.

32. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the Prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or deferred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company; but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Board of Directors shall so think fit.

#### FORFEITURE OF SHARES

33. 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.
34. The notice aforesaid shall:



- (i) 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
- (ii) 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.
35. 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.
36. (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.
37. (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.
38. (i) A duly verified Declaration in writing that the declaring 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.
39. upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors, shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons, entitled thereto.



40. The Provisions of these Regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### **Dematerialization of securities**

41. The provisions of this Article shall apply notwithstanding anything to the contrary **contained** in, any other Articles.

1. For the purpose of this Article: '

Beneficial Owner means a person or persons whose name is recorded as such with a depository, 'SEBI' means the Securities & Exchange Board of India; established under Section 3 of the Securities & Exchange Board of India Act, 1992 and

'Depository' means a company formed and registered under the Companies Act, 2013, and which has been granted a certificate of registration to act as depository under Securities & Exchange Board of India Act, 1992; and wherein the securities of the Company are dealt with in accordance with the provisions of the Depositories Act, 1996.

2. The Company shall be entitled to dematerialize securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996.

3. Every holder of or subscriber to securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates for the Securities.

4. If a person opts to hold his Securities with the depository, the Company shall intimate such depository the details of allotment of the Securities, and on receipt of the information, the depository shall enter in its record the name of the allottees as the beneficial owner of the Securities.

5. (a) Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of securities of the Company on behalf of the beneficial owner.

(b) Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

(c) Every person holding securities of the Company and whose name is entered as the beneficial owner of securities in the record of the depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities, which are held by a depository and shall be deemed to be a Member of the Company.



6. Notwithstanding anything contained in the Act or these Articles to the contrary, where securities of the Company are held in a depository, the records of the beneficiary ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.

7. Nothing contained in Section 56 of the Act or these Articles, shall apply to a transfer of securities affected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.

8. Notwithstanding anything contained in the Act or these Articles, where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.

9. Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

10. 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 purposes of these Articles.

#### **COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS**

42. Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Board to every Member at his request within seven days of the request on payment of such fee as may be prescribed for each copy.

#### **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.
44. Subject to the Provisions of Section 61, the Company may, by Ordinary Resolution:
- (i) consolidate and divide all or any of its Share capital into Shares of larger amount than its existing Shares;
  - (ii) convert all or any of its fully paid-up Shares into stock, and reconvert that stock into fully paid-up Shares of any denomination;
  - (iii) sub-divide its existing Shares or any of them into Shares of smaller amount than is fixed by the Memorandum;
  - (iv) 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:



- (i) 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.

- (ii) 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.
- (iii) 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 authorized and consent required by law:
- (i) its Share capital
  - (ii) any Capital Redemption Reserve Account or
  - (iii) any Share Premium Account.

#### CAPITALIZATION OF PROFITS

47. (i) The Company in General Meeting may, upon the recommendation of the Board, resolve:
- (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's Reserve Accounts, or to the credit of the Profit and Loss Account, or otherwise available for distribution; and
  - (b) that such sum be accordingly set free for distribution in the manner specified in Clause (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.
48. (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 capitalized 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 authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further Shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing Shares;
- (iii) Any agreement made under such authority shall be effective and binding on such members.

#### **BUY-BACK OF SHARES**

49. 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**

50. (i) All General Meetings other than Annual General Meeting shall be called Extraordinary General Meeting.
51. (i) The Board may, whenever it thinks fit, call an Extra-ordinary 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.

### NOTICE OF GENERAL MEETING

52. (i) A General Meeting of the Company may be called by giving not less than clear Twenty One Days' Notice either in writing or through the electronic mode in such manner as may be prescribed.

Provided that a General Meeting may be called after giving a Shorter Notice if consent of is given in writing or by electronic mode by not less than ninety five per cent of the members entitled to vote at such meeting.

- (ii) Every Notice shall of the Meeting shall specify the place, date, day and hour of the meeting and shall contain a statement of the business to be transacted at such meeting.
- (iii) Any accidental omission to give notice to, or the non-receipt of notice by, any member or other person who is entitled to such notice for any meeting shall not invalidate the proceedings of the meeting.

### PROCEEDINGS AT GENERAL MEETINGS

53. (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.
54. The chairman, if any, of the Board shall preside as Chairman at every General Meeting of the Company.
55. If there is no such Chairman, or if he is not present within Fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairman of the meeting, the Directors present shall elect one of their members to be Chairman of the meeting.
56. If at any meeting no Director is willing to act as Chairman 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 Chairman of the meeting.

### ADJOURNMENT OF MEETING

57. (i) The Chairman 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

58. Every member shall have one vote
59. Subject to any rights or restrictions for the time being attached to any class or classes of Shares:
- (i) on a show of hands, every member present in person shall have one vote; and
- (ii) 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 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 Chairman 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 Notarized 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 number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.
70. (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) 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 161, 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.

#### **SPECIFIC POWERS GIVEN TO DIRECTORS**

76. Without prejudice to the generality of powers conferred by these presents but, subject however to the provisions of the Act, it is hereby expressly declared that the Directors shall have the power to adopt Preliminary Contracts/Pre-Incorporation Contracts with all related costs and expenses.

#### **CHAIRMAN / MANAGING DIRECTOR / JOINT MANAGING DIRECTOR / WHOLE-TIME DIRECTOR**

77. (i) The Board may from time to time, appoint one or more of their body to the office of Chairman, Managing Director, or Joint Managing Director or Whole time Director(s) with any designation for such term and on such remuneration, whether by way of salary or commission or partly in one and partly in another, as they may think fit.
- (ii) The Managing Director shall have the following powers:
- (a) The general Management of the business of the Company, subject to the control and supervision of the Board shall be in the hands of Managing Director.
- (b) The Managing Director shall have power to appoint agents or officers of the Company for the purpose of collection of monies due to the Company as its various centre or centres as he may deem proper or expedient in the interest of the Company, such agents or officers shall be deemed to be servants of the Company and all salaries, commissions and remuneration which may from time to time become due to them shall be paid out of the Company.
- (c) The Managing Director may appoint such agents or other person as he may deem fit and shall have power to grant to such agents or other appointees such Power of Attorney as may be deemed expedient and such powers being revocable at his pleasure.
- (d) The Managing Director shall duly make, keep and file or cause to be made, kept and filed all such Registers, Returns, Statements and Accounts as under the provisions of the Act as required to be kept and filed by the Company or its officers.



- (e) The Managing Directors shall have power to do all acts and things which the Managing Director shall think useful, necessary or desirable in the Management of the affairs of the Company without prejudice to the generality of the powers and supervisions of the Board of Directors.
- (f) to enter into, vary, cancel in all manners, Contracts on behalf of the Company.
- (iii) Subject to the provisions of the Act in particular to the prohibitions and restrictions contained in the Act, the Board may from time to time entrust to and confer upon a Managing Director, Joint Managing Director and Whole-Time Directors for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think fit and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any such power.

#### NOTICE OF BOARD MEETING

78. A meeting of the Board shall be called by giving not less than 7 seven days' notice in writing to every Director at his residential address registered with the Company and such notice shall be sent by the hand delivery or by post or by electronic means:

Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director, if any present at the meeting:

Provided further that in case of absence of Independent Directors from such a meeting of Board, decisions taken on such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director, if any.

#### PROCEEDINGS OF THE BOARD

79. (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.
80. (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 Chairman of the Board, if any, shall have a second or casting vote.
81. 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.

82. (i) The Board may elect a Chairman of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their member to be Chairman of the meeting.

83. (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.

84. (i) A committee may elect a Chairman of its meetings.

(ii) If no such Chairman is elected, or if at any meeting the Chairman 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 Chairman of the meeting.

85. (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 Chairman shall have a second or casting vote.

86. 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.

87. 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**

88. 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.

### SECRETARY

89. (i) Subject to the provisions of the Act, a duly qualified person may be appointed by the Board as Secretary for such term, at such remuneration and upon such conditions as it may think fit and any Secretary so appointed may be removed by the Board.
- (ii) A Director, if he is duly qualified may be appointed as Secretary of the Company.
90. A Provision of the Act or these Regulations requiring or authorizing 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

91. (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 authorized 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.

### BORROWING POWERS

92. Subject to the provisions of these Articles and the Companies Act, 2013 and any other Regulation, if any the Directors may from time to time at their discretion, raise or borrow or secure the payment of any sum or sums of money for the purpose of the Company Business and may secure the payment or repayment of such money by mortgage or charge upon the whole or any part of the assets and property of the Company (present & future) including its uncalled and unpaid Capital.
93. Subject to as aforesaid, any Bonds, Debentures/Stock or other Securities issued by the Company shall be under the control of Directors who may issue them upon such terms and conditions in such manner and for such consideration as they shall consider to be for the benefit of the Company.
94. If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company the Directors may execute or cause to be executed any mortgage, charge or security over the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid for any loss in respect of such liability.



## OPERATION OF BANK ACCOUNTS

95. The Directors shall have the power to open bank accounts to sign cheques on behalf of the Company and to operate all banking accounts of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies and bills or may authorize any other person or persons to exercise such powers.

## DIVIDENDS AND RESERVES

96. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
97. 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.
98. (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.
99. (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.
100. 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.
101. (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.

102. 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.

103. 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.

104. No dividend shall bear interest against the Company.

### ACCOUNTS

105. (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 authorized by the Board or by the Company in General Meeting.

### WINDING UP

106. Subject to the provisions of Chapter XX of the Act and rules made thereunder --

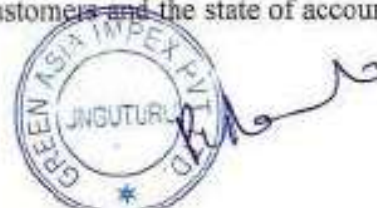
(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the 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.

### SECRECY

107. Subject to the Provisions of law of land and the act, every Manager, Auditor, Trustee, member of a committee, officer, servant, agent, accountant or other persons employed in the business of the Company shall, if so required by the Board of Directors before entering upon his duties, sign, declaration, pledging himself to observe strict secrecy respecting all transactions of the Company with its customers and the state of account


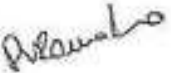
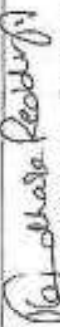


with individuals and in matters relating thereto and shall by such declaration pledge himself, not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any court of law and except so far as may be necessary in order to comply with any of the Provisions in these presents.

#### 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.



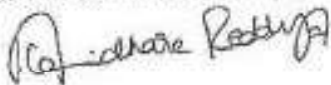
Sl No.	Name, fathers Name, address, Date of birth and Occupation of Subscribers	Photo	Signature of the Subscribers	Signatures of Witness with address and occupation
1.	PRGPOLETI VENKATA RAMARAO S/O P.V.V. SATYANARAYANA ID-104, SOBRAJIMANYA SWAMY TEMPLE STREET RELANGI, IRABAVARAM WEST GODAVARI - 534817 ANDHRA PRADESH, INDIA DOB: 16/06/1983 OCC: BUSINESS			 KARUNADHARA REDDY Flat No.8, N.V Plaza, Durgam Cheruvu colony, Banjara Hyderabad - 50. occ: Company Secretary. [I have personally went to Tadepalli Gudem and Subscriber has signed before Me]

Dated: 20/7/2014  
 Place: TADEPALLI GUDDEM




**Witness Statement:**

"I witness to subscriber(s), who have subscribed and signed in my presence on the date and place as given below. Further, I have verified their Identity Details (ID) for their identification and satisfied myself of his/her/their identification particulars as filed in"

Name of the Witness: KARUNADHARA REDDY.

Signature of the Witness: 



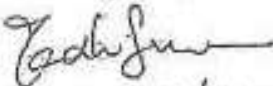
Sl No.	Name, Father's Name, address, Date of birth and Occupation of Subscribers	Photo	Signature of the Subscribers	Signatures of Witness with address and occupation
2	PAKALAPATI MANJUKA STANLEY S/O: PAKALAPATI JOSEPH SAMUEL 10-5-32/1, 205 GROWTH TOWERS MASARANI HYDERABAD INDIA. DOB: 31-05-1972 OCC. BUSINESS			 Manley Public 101A Upper Cross STREET #12-25 Realms Bank Court Singapore - 058358

Dated: 18/07/2014  
 Place: SINGAPORE

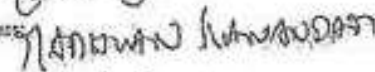
Witness Statement:

"I witness to subscriber(s), who have subscribed and signed in my presence on the date and place as given below. Further, I have verified their Identity Details (ID) for their identification and satisfied myself of his/her/their identity particulars as filed in"

Name of the Witness:




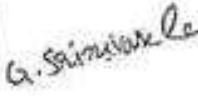

Signature of the Witness:



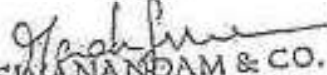
M. SIVANANDAM & CO.  
 NOTARY PUBLIC, SINGAPORE  
 N 2013/0213  
 1 Dec. 2013 30 Sep. 2014 19



18-07-2014  
 SINGAPORE

Sl No.	Name, fathers Name, address, Date of birth and Occupation of Subscribers	Photo	Signature of the Subscribers	Signatures of Witness with address and occupation
3	SRINIVASARAO GAODE, S/O:-GOPALA RAO GAODE, CANAL ROAD, NEAR PANEMAYAT School PEDAPULIPAKA, PENAMALURU, KRISHNA-521137, ANCHRAPRADESH, INDIA. D: 08-12-04-1972 OCC: BUSINESS			 Notary Public 101A UPPER CROSS STREET # 12-2/5 Republic Bank Centre Singapore - 058358

Date: 20-07-2014  
 Place: SINGAPORE


  
 M. SIVANANDAM & CO.  
 NOTARY PUBLIC, SINGAPORE  
 N 2013/0213  
 1 Dec. 2013 30 Sep. 2014

Witness Statement:

"I witness to subscriber(s), who have subscribed and signed in my presence on the date and place as given below. Further, I have verified their Identity Details (ID) for their identification and satisfied myself of his/her/their identification particulars as filled in"


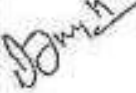
Name of the Witness: 

20-07-2014  
 SINGAPORE

Signature of the Witness: 

M. SIVANANDAM & CO,  
 NOTARY PUBLIC, SINGAPORE  
 N 2013/0213  
 1 Dec. 2013 30 Sep. 2014

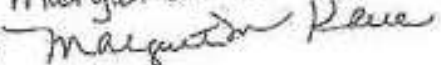


Sl No.	Name, fathers Name, address, Date of birth and Occupation of Subscribers	Photo	Signature of the Subscribers	Signatures of Witness with address and occupation
4	NEPPULESI DURGA ROAD S/O: N SUBBA RAO D 406 BHAYYS ANANDAY NEZAMPET ROAD RUKMANGALLY HYDERABAD - 500 090 INDIA.  DOB: 12/01/1964 OCC: BUSINESS			Margaret M. Kauer Notary Public Elec. Asst.  2750 Waterfront P.O. Box Indianapolis Indiana 46214

Dated: 16th July 2014  
 Place: INDIANAPOLIS, USA.



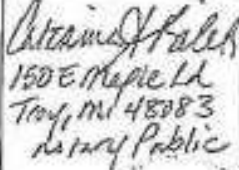
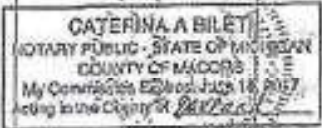
**Witness Statement:**

"I witness to subscriber(s), who have subscribed and signed in my presence on the date and place as given below. Further, I have verified their Identity Details (ID) for their Identification and satisfied myself of his/her/their identification particulars as filled in"

Name of the Witness: Margaret M. Kauer  
 Signature of the Witness: 

MARGARET M. KAUER  
 Notary Public, State of Indiana  
 SEAL  
 My Commission Expires 4/17/2019



Sl No.	Name, fathers Name, address, Date of birth and Occupation of Subscribers	Photo	Signature of the Subscribers	Signatures of Witness with address and occupation
5	MOHAN EDARA S/O:- CHANORASEKHAR NAIDU E 1134 WOODSLEE DR TROY MI - 48083 DOB - 16/06/1973. OCC: BUSINESS			 150 E Maple Rd Troy, MI 48083 Notary Public  

Dated: 7/21/14  
 Place: TROY MI

Witness Statement:

"I witness to subscriber(s), who have subscribed and signed in my presence on the date and place as given below. Further, I have verified their Identity Details (ID) for their identification and satisfied myself of his/her/their identification particulars as filled in"


Name of the Witness:

Signature of the Witness:

CATERINA A BILETI  
 NOTARY PUBLIC - STATE OF MICHIGAN  
 COUNTY OF MACOMB  
 My Commission Expires: June 18, 2017  
 Acting in the County of Macomb

  
 7/21/2014



Sl No.	Name; fathers Name, address, Date of birth and Occupation of Subscribers	Photo	Signature of the Subscribers	Signatures of Witness with address and occupation
5	BODDU RAVE KUMAR S/o BODDU RAGHAVULU DELLA PADU (VILL) GUDIVADA ANDHRA PRADESH INDIA - 521322 DOB: 15/06/1993 OCC: BUSINESS		<i>B. Ravi Kumar</i>	<i>Gadigummi</i> <i>Notary Public</i> <i>10th Upper Road</i> <i>Singapore</i> <i>#1125</i> <i>People's Park</i> <i>Singapore 058558</i>

Dated: 18/7/14  
 Place: Singapore

18-7-2014  
 Singapore

*Gadigummi*  
 M. SIVANANDAM & CO.  
 NOTARY PUBLIC, SINGAPORE  
 N 2013/0213  
 1 Dec. 2013 30 Sep. 2014

Witness Statement:

"I witness to subscribers, who have subscribed and signed in my presence on the date and place as given below, further, I have verified their identity details (ID) for their identification and satisfied myself of his/her/their identification particulars as filed in"

Name of the Witness: *Gadigummi*

Signature of the Witness: *M. Sivanandam*

M. SIVANANDAM & CO.  
 NOTARY PUBLIC, SINGAPORE  
 N 2013/0213  
 1 Dec. 2013 30 Sep. 2014

