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RE REGULATORY RECORD

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DIGITALLY VERIFIED RECORD

सत्यमेव जयते

**GOVERNMENT OF INDIA**
**MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

**Certificate of Incorporation**

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that LIFESTYLE HOUSING PRIVATE LIMITED is incorporated on this SEVENTH day of AUGUST TWO THOUSAND TWENTY THREE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U68100TN2023PTC162608**

The Permanent Account Number (PAN) of the company is **AAFCL5054K***

The Tax Deduction and Collection Account Number (TAN) of the company is **CHEL08603A***

Given under my hand at Manesar this SEVENTH day of AUGUST TWO THOUSAND TWENTY THREE

Signature Not Verified
Digitally signed by
DS MINISTRY OF CORPORATE AFFAIRS 10
Date: 2023.08.07 19:08:34 IST

PRAMOD MEENA

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

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 mca.gov.in

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

LIFESTYLE HOUSING PRIVATE LIMITED

Old No. 17, New No. 61,Ormes Road, Kilpauk,Kilpauk,Perambur Purasawalkam,Chennai-600010,Tamil Nadu

*as issued by Income tax Department

## Form No. INC-34

**e-AOA (e-Articles of Association)**

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]




Form language

(•) English ( ) Hindi

*Refer instruction kit for filing the form.*

*All fields marked in * are mandatory*

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| Table applicable to company as notified under schedule I of the Companies Act, 2013 *(F, G, H)* | F |
| Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to *(F – a company limited by shares G– a company limited by guarantee and having a share capital H – a company limited by guarantee and not having share capital)* | F - A COMPANY LIMITED BY SHARES |
| The name of the company is | LIFESTYLE HOUSING PRIVATE LIMITED |

| Check if not applicable | Check if altered | Article No. | Description |
|---|---|---|---|
| | | | ***Interpretation*** |
| ☐ | ☑ | I | • In these regulations athe Act means the Companies Act bThe Company shall mean LIFESTYLE HOUSING PRIVATE LIMITED cBoard means the Board of Directors of the Company dDirectors means the Directors of the Company eSection means Section of the Companies Act fWords importing the masculine gender include also the feminine gender and viceversa gShare Capital means the Capital for the time being raised or authorized to be raisedfor the purposes of the Company hMembers has the meaning assigned thereto by Section of the Act iDividend includes bonus paid in cash but does not include any share issued in satisfactionof capital bonus upon capitalization of undistributed profits or share premium account jGeneral Meeting means a meeting of Members kAnnual General Meeting means a General Meeting of the Members held in accordancewith the provisions of Section of the Act and any adjourned holdings thereof lExtraordinary General Meeting means a General meeting of the Members other thanAnnual General Meeting duly called and constituted and any adjourned holdings thereof mOrdinary Resolution and Special Resolution have the meanings assigned thereto respectivelyby Section of the Act nPaidup includes credited as paidup oIn Writing and Written include printing lithography and other modes of representingor reproducing words in a visible form Unless the context otherwise requires words or expressions contained in these regulationsshall bear the same meaning as in the Act or any |

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| | | | statutory modification thereofin force at the date at which these regulations become binding on the companyPrivateCompany TheCompany is a Private Company within the meaning of Section of the CompaniesAct and accordinglyahaving a minimum paidup share capital as may be prescribed and which by its articlesbThe right to transfer the shares in the Company is restricted in the manner hereinafterappearingcThe number of members of the Company shall be limited to two hundred not includingiPersons who are in the employment of the Company andiiPersons who having been formerly in the employment of the Company were membersof the Company while in that employment and have continued to be members after theemployment ceased and provided that where two or more persons hold one or moreshares in the Company jointly they shall for the purpose of this paragraph be treatedas a single memberdProhibits any invitation to the public to subscribe for any shares in or debenturesof the Company Business TheCompany will carry on the business for which it was incorporated and any other businessor businesses or lines of business or activity which the Company is authorizedto carry on under its Memorandum of Association as amended from time to time |
| | | | ***Share Capital and Variation of rights*** |
| ☐ | ☑ | II 1 | • Subjectto the provisions of the Act and these Articles the shares in the capital ofthe company shall be under the control of the Directors who may issue allot orotherwise dispose of the same or any of them to such persons in suchproportion and on such terms and conditions and either at a premium or at parand at such time as they may from time to time think fitAFurther Issue of Shares The Company subject to the provisions of Section read with relevant rules thereof and also any other applicable provisions ofthe Act or any other law for the time being in force is authorized to issuefurther issue of shares on preferential basis to Existing or New MembersBESOP Subject to the provisions of the Act read with relevant rules thereofand other applicable provisions of law for the time being in force the Companymay issue Employees Stock Option Scheme ESOPsCSweat Equity Shares The Company subject to the provisions of Section readwith relevant rules thereof and also any other applicable provisions of the Actor any other law for the time being in force the Company may issue sweatequity shares DBonus Shares The company subject to the provisions of Section read withrelevant rules thereof and also any other applicable provisions of the Act orany other law for the time being in force the company may issue fully paidupbonus shares to its members |
| ☐ | ☑ | 2 | • i Every person whose name is entered as a member in the registerof members shall be entitled to receive within two months after incorporationin case of subscribers to the memorandum or after allotment or within one monthafter the application for the registration of transfer or transmission orwithin such other period as the conditions of issue shall be provided a one certificate for all his shares without payment of anycharges or b several certificates each for one or more of his shares uponpayment of twenty rupees for each certificate after the first ii Every certificate shall be under the seal if any and shallspecify the shares to which it relates and the amount paid up thereon iii In respect of any share or shares held jointly by severalpersons the company shall not be bound to issue |

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| | | | more than one certificate anddelivery of a certificate for a share to one of several joint holders shall besufficient delivery to all such holders |
| ☐ | ☐ | 3 | • 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 The provisions of Articles and 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 | • The company may exercise the powers of paying commissions conferred by subsection of section 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 The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under subsection of section 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 | • 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 and whether or not the company is being wound up be varied with the consent in writing of the holders of threefourths 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 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 onethird 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 |
| ☐ | ☑ | | • Subject to the provisions of section any preferenceshares may with the sanction of an ordinary resolution be issued on the termsthat they are to be redeemed on such terms and in such manner as the companybefore the issue of the shares may by special resolution |

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| | | 8 | determineSection and relevant provisions of Section shall not be applicable to the Companywith respect to nonpayment of dividend for the Preference shares issued ifany |
| | | | ***Lien*** |
| ☐ | ☐ | 9 | • The company shall have a first and paramount lienon 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 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 companyProvided 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 The companys 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 lienProvided that no sale shall be madea 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 | • To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof The purchaser shall be registered as the holder of the shares comprised in any such transfer 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 | • 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 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*** |
| ☐ | ☐ | 13 | • 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 timesProvided that no call shall exceed onefourth 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 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 A call may be revoked or postponed at the discretion of the |

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| | | | 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 | • 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 The Board shall be at liberty to waive payment of any such interest wholly or in part |
| ☐ | ☐ | 17 | • 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 In case of nonpayment 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 andb 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 | • The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee 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 decline to register the transfer of a share not being a fully paid share to a person of whom they do not approve or any transfer of shares on which the company has a lien |
| ☐ | ☐ | 21 | • The Board may decline to recognise any instrument of transfer unlessa the instrument of transfer is in the form as prescribed in rules made under subsection of section 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 andc the |

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| | | | 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 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 determineProvided that such registration shall not be suspended for more than thirty days at any one time or for more than fortyfive days in the aggregate in any year |
| | | | ***Transmission of shares*** |
| ☐ | ☐ | 23 | • 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 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 |
| ☐ | ☐ | 24 | • 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 to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made 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 | • 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 If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share 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 |
| | | | • In case of a One Person Company on the death of the sole member |

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| ☐ | ☐ | 27 | the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company |
| | | | ***Forfeiture of shares*** |
| ☐ | ☐ | 28 | • 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 |
| ☐ | ☐ | 29 | • The notice aforesaid shall 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 state that in the event of nonpayment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited |
| ☐ | ☐ | 30 | • 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 |
| ☐ | ☐ | 31 | • A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fitAt any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit |
| ☐ | ☐ | 32 | • 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 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 |
| ☐ | ☐ | 33 | • 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 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 The transferee shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the |

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| | | | 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 |
| ☐ | ☐ | 34 | • 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*** |
| ☐ | ☐ | 35 | • 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 |
| ☐ | ☐ | 36 | • Subject to the provisions of section the company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paidup shares into stock and reconvert that stock into fully paidup shares of any denomination subdivide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum 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 | • Where shares are converted into stock 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 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 companyand 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 such of the regulations of the company as are applicable to paidup shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stockholder respectively |
| ☐ | ☐ | 38 | • The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law it share capital any capital redemption reserve account or any share premium account |
| | | | ***Capitalisation of profits*** |
| ☐ | ☐ | | • The company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the |

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| | | 39 | companys reserve accounts or to the credit of the profit and loss accountor otherwise available for distribution and 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 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 paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paidup to and amongst such members in the proportions aforesaid partly in the way specified in subclause A and partly in that specified in subclause B 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 The Board shall give effect to the resolution passed by the company in pursuance of this regulation |
| ☐ | ☐ | 40 | • Whenever such a resolution as aforesaid shall have been passed the Board shall 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 generally do all acts and things required to give effect thereto The Board shall have power 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 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 paidup 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 Any agreement made under such authority shall be effective and binding on such members |
| | | | ***Buy-back of shares*** |
| ☐ | ☐ | 41 | • Notwithstanding anything contained in these articles but subject to the provisions of sections to 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*** |
| ☐ | ☑ | 42 | • Allgeneral meetings other than annual general meeting shall be calledextraordinary general meeting The provisions of section to section andsection of the Companies Act shall not be applicable to the Company Aproxy shall have a right to speak at the meeting |
| ☐ | ☐ | 43 | • The Board may whenever it thinks fit call an extraordinary general meeting 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 |

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| | | | which such a meeting may be called by the Board |
| | | | ***Proceedings at general meetings*** |
| ☐ | ☑ | 44 | • No business shall betransacted at any general meeting unless a quorum of members either in personor through proxy is present at the time when the meeting proceeds to business |
| ☐ | ☐ | 45 | • The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company |
| ☐ | ☐ | 46 | • 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 |
| ☐ | ☐ | 47 | • 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 |
| ☐ | ☐ | 48 | • In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member |
| | | | ***Adjournment of meeting*** |
| ☐ | ☐ | 49 | • 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 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place 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 Save as aforesaid and as provided in section 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*** |
| ☐ | ☐ | 50 | • Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paidup equity share capital of the company |
| ☐ | ☐ | 51 | • A member may exercise his vote at a meeting by electronic means in accordance with section and shall vote only once |
| | | | • In the case of joint holders the vote of the senior who tenders a |

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| ☐ | ☐ | 52 | vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holdersFor this purpose seniority shall be determined by the order in which the names stand in the register of members |
| ☐ | ☐ | 53 | • 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 |
| ☐ | ☐ | 54 | • Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll |
| ☐ | ☐ | 55 | • 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 |
| ☐ | ☐ | 56 | • 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 Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive |
| | | | ***Proxy*** |
| ☐ | ☑ | 57 | • The instrument appointing a proxy and thepowerofattorney or other authority if any under which it is signed or anotarised copy of that power or authority shall be deposited at the registeredoffice of the company not less than hours before the time for holding themeeting or adjourned meeting at which the person named in the instrumentproposes to vote or in the case of a poll not less than hours before thetime appointed for the taking of the poll and in default the instrument ofproxy shall not be treated as valid Proxy shall have the right to speak in themeeting |
| ☐ | ☐ | 58 | • An instrument appointing a proxy shall be in the form as prescribed in the rules made under section |
| ☐ | ☐ | 59 | • 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 givenProvided 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*** |
| ☐ | ☑ | 60 | • i The number of the directors andthe names of the first directors shall be determined in writing by thesubscribers of the memorandum or a majority of themii The First Directors of |

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| | | | theCompany shall beA Priyank Pincha B Vijay Singh Pincha |
| ☐ | ☐ | 61 | • The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue from daytoday 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 in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company |
| ☐ | ☐ | 62 | • The Board may pay all expenses incurred in getting up and registering the company |
| ☐ | ☐ | 63 | • The company may exercise the powers conferred on it by section 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 |
| ☐ | ☐ | 64 | • 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 |
| ☐ | ☐ | 65 | • 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 |
| ☐ | ☐ | 66 | • Subject to the provisions of section 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 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*** |
| ☐ | ☐ | 67 | • The Board of Directors may meet for the conduct of business adjourn and otherwise regulate its meetings as it thinks fit A director may and the manager or secretary on the requisition of a director shall at any time summon a meeting of the Board |
| ☐ | ☐ | 68 | • Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote |
| ☐ | ☐ | 69 | • 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 |

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| | | | number of directors to that fixed for the quorum or of summoning a general meeting of the company but for no other purpose |
| ☐ | ☐ | 70 | • The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office 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 |
| ☐ | ☐ | 71 | • 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 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 |
| ☐ | ☐ | 72 | • A committee may elect a Chairperson of its meetings 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 memberspresent may choose one of their members to be Chairperson of the meeting |
| ☐ | ☐ | 73 | • A committee may meet and adjourn as it thinks fit 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 |
| ☐ | ☐ | 74 | • 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 |
| ☐ | ☐ | 75 | • 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 |
| ☐ | ☐ | 76 | • In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director |
| | | | ***Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer*** |
| ☐ | ☐ | 77 | • Subject to the provisions of the Act 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 |

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| | | | appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer |
| ☐ | ☐ | 78 | • 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*** |
| ☐ | ☐ | 79 | • The Board shall provide for the safe custody of the seal 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*** |
| ☐ | ☐ | 80 | • The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board |
| ☐ | ☐ | 81 | • Subject to the provisions of section 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 |
| ☐ | ☐ | 82 | • 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 The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve |
| ☐ | ☐ | 83 | • 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 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 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 |

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| | | | accordingly |
| ☐ | ☐ | 84 | • 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 |
| ☐ | ☐ | 85 | • 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 Every such cheque or warrant shall be made payable to the order of the person to whom it is sent |
| ☐ | ☐ | 86 | • 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 |
| ☐ | ☐ | 87 | • 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 |
| ☐ | ☐ | 88 | • No dividend shall bear interest against the company |
| | | | ***Accounts*** |
| ☐ | ☐ | 89 | • 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 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 |
| | | | ***Winding up*** |
| ☐ | ☐ | 90 | • Subject to the provisions of Chapter XX of the Act and rules made thereunder 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 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 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 |

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| | | | ***Indemnity*** |
| ☐ | ☐ | 91 | • 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*** |
| ☐ | ☑ | 92 | • Subject to the provisions of theAct every Director manager or officer of the Company shall be indemnified bythe Company against all costs losses and expenses which any such person mayincur or become liable to by reason of any contract entered into or act or deeddone by him as such director manager or officer or in anyway in the dischargeof his duties including traveling allowances and the amount for which suchindemnity is provided shall be immediately attached as a lien on the property ofthe Company and have priority as between the members over other claims Without prejudice to thegenerality of the foregoing it is hereby expressly declared that any filing feepayable on any documents required to be filed with the Registrar of Companiesor any other payment to be made to the Registrar of Companies in respect of anyact done or required to be done by any Director or other officer by reason ofhis holding the said office shall be paid and borne by the Company No Director or other officer ofthe Company shall be liable for the acts receipts neglects or defaults of anyother director or officer or for joining in any receipt or other act forconformity or for any loss of expenses happening to the Company through theinsufficiency or deficiency of title to any property acquired by order of thedirectors or on behalf of the Company or for the insufficiency or deficiencyof any security in or upon which any loss or damage arising from thebankruptcy insolvency or tortuous act of any person Company or corporation withwhom any moneys securities or effects may be entrusted or deposits or forany loss occasioned by any error or judgment or oversight on his part or forany other loss damage or misfortune whatever which shall happen in theexecution of the duty of his office or in relation thereto unless the samehappens through his own dishonestySecrecy Clause i Subject to the provisions of theAct no member shall be entitled to inspect the Company s books without thepermission of the Directors or to require discovery of or any Company strading or any matter which is or may be in the nature of a trade secretmystery of trade or secret process which may relate to the conduct of thebusiness of the Company which in the opinion of the members of the Company tobe communicated to the publiciiEvery Director ManagerOfficer Servant Agent Accountant or any other person employed in thebusiness of the Company shall if so required by the Directors before enteringupon his duties or at any time during his term of office sign a declarationpledging himself to observe strict secrecy respecting all transactions of theCompany and the state of Accounts and in matters relating thereto and shall bysuch declaration pledge himself not to reveal any of the matters which may cometo his knowledge in the discharge of duties except when required to do so bythe Board or by a Court of law or by theperson to whom such matters relate and except so far as may be necessary inorder to |

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| | | comply with any of the provisions contained in these Articles and by theprovisions of the ActWhere ever the Articles ofAssociation of the Company does not have any specific provision Table F Schedule I of the Companies Act shall mutatis mutandis apply to theCompany and the Company shall be allowed authorisedpermitted to do all suchact as permissible under law without any further additionsdeletions to thisArticles of Association of the Company Notwithstanding anything contained inthis Articles of Association any exemptionsrelaxations issued or givenincluding those relaxations to be given in future by the Ministry from timeto time shall mutatis mutandis apply to this Company and any provision of thisArticles of Association in contradiction to the exemptions granted shall usingthe provision of Doctrine of Separability deemed to be removed and will beineffective immediately from the date of grant of such exemptions unless anduntil specifically revoked by the Board of Directors |

**Subscriber Details**

| S. No. | Subscriber Details | | | | |
|---|---|---|---|---|---|
| | *Name, Address, Description and Occupation | DIN / PAN / Passport number | *Place | DSC | Dated |
| 1 | AARTHI PINCHA<br>7/A-1, Manonmaniammal road, Kilpauk, Chennai - 600010<br>Occupation - Business | 07275117 | Chennai | AARTHI PINCHA Digitally signed by AARTHI PINCHA Date: 2023.08.04 16:16:23 +05'30' | 04/08/2023 |
| 2 | MANJU PINCHA<br>7/A-1, Manonmaniammal road, Kilpauk, Chennai - 600010<br>Occupation - Business | 00231204 | Chennai | MANJU PINCHA Digitally signed by MANJU PINCHA Date: 2023.08.04 16:14:58 +05'30' | 04/08/2023 |
| 3 | PRIYANK PINCHA<br>7/A-1, Manonmaniammal road, Kilpauk, Chennai - 600010<br>Occupation - Business | 00231200 | Chennai | PRIYANK PINCHA Digitally signed by PRIYANK PINCHA Date: 2023.08.04 16:16:30 +05'30' | 04/08/2023 |
| 4 | VIJAY SINGH PINCHA<br>7/A-1, Manonmaniammal road, Kilpauk, Chennai - 600010<br>Occupation - Business | 00231189 | Chennai | Vijay Singh Pincha Digitally signed by Vijay Singh Pincha Date: 2023.08.04 16:14:47 +05'30' | 04/08/2023 |

| Signed before me | | | | | | |
|---|---|---|---|---|---|---|
| **Name Prefix** *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)* | ***Name of the witness** | ***Address, Description and Occupation** | ***DIN / PAN / Passport number / Membership** | | **DSC** | **Dated** |
| FCS | Anil Kumar Doshi | "Real Abode" Old No. 08, New No. 15 Thambuswamy Road, Kilpauk Chennai - 600010 ; Occupation - PCS | 10205 | Chennai | ANIL KUMAR DOSHI Digitally signed by ANIL KUMAR DOSHI Date: 2023.08.04 16:17:30 +05'30' DIN/## 10205 | 04/08/2023 |

# Form No. INC-33

**e-MOA (e-Memorandum of Association)**
[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)]

सत्यमेव जयते

Form language

(•) English ( ) Hindi

*Refer instruction kit for filing the form*

*All fields marked in * are mandatory*

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

*(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES*
*B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL*
*C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL*
*D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL*
*E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)*

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

**Table A/B/C/D/E**

1 The name of the company is

LIFESTYLE HOUSING PRIVATE LIMITED

2 The registered office of the company will be situated in the State of

Tamil Nadu

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

i) To own, acquire, purchase, Lease, exchange, hire, develop, construct, build, design, plan, reconstruct , purchase and otherwise deal in land, apartments, houses, flats, offices, buildings and various immovable properties of any nature or interest for the purpose of undertaking development thereof.

ii) To enter into agreements with various persons from time to time for undertaking development of various immovable Properties and/or lands so acquired by the Partnership Business.

iii) To construct, erect and complete buildings and or works of ever nature on lands and for properties acquired by the partnership Business, including development and/or transformation of topography, infrastructure and landscape of such immovable Properties.

iv) To sell, let, mortgage or

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| | otherwise dispose of other properties belonging to and/or held by the partnership business.<br><br>v) To undertake development of I.T. Parks, game parks, game courses, buildings and carry on the business of civil structural engineers architects, builders, designers, planners, contractors and interior designers.<br><br>vi) To purchase and/or sell any freehold property or houses and/or buildings and/or lands and to transact any other business as the partners of the said LLP shall deem fit and propel-<br><br>vii) The LLP business shall be entitled to maintain a separate account of each of the undertaking and/or assignment of development of any project undertaken by the LLP business from time to time. |
| (b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are | 1. To enter into collaboration, tie-ups, joint ventures, act as agents in India and abroad, for obtaining, to grant, license, patents, franchise, copyrights, technical know-how, rights & benefits, technical & financial collaboration and obtain, give technical know-how, information, advice, undertake contracts, set up projects, to deal in products relating to information technology, computers, telecommunications, other electronic products and anything that is related to the main objects as mentioned above.<br><br>2. To establish and maintain agencies at any place in India or other part of the world for the conduct of the business of the company.<br><br>3. To appropriate any parts of the property of the Company for the purpose of and to build or let shops, offices and places of business and to use or lease any |

part of the property of the Company not required for the purpose aforesaid or for any purpose for which it may be conveniently used or let.

4. To establish appoint, regulate and discontinue contractors, managers, brokers, canvassers, agents, representatives, distributors, retailers and other persons in all such places and anywhere in the world as the company may from time to time determine, for carrying out all or any of the company?s objects.

5. To purchase, or by any other means acquire any freehold, lease-hold or other property, lands or any estates or interest whatsoever, and, any rights, privileges or easements over or in respect of any property, land, buildings, offices, factories, mills, works, roads, railways, wharfs, tramways, machinery, engines, rolling stocks, vehicles, plant, barges, vessels or things and any real or personal property or rights whatsoever which can be conveniently used with or may enhance the value of any property of the Company and to let, sub-let, or give on lease, rent or hire any of the above as may be considered expedient; and to sell, improve, manage, develop, exchange, and enfranchise, lease out, mortgage, dispose off, turn to account and otherwise deal with the whole or any part of undertaking, business or property or sites of the company either together or in any portion for such consideration as the company may deem fit, and to pay or receive from any person or company and generally to satisfy any obligation of the company by such payment or by the issue, allotment or transfer of shares of this or any company credited As fully or partly paid-up shares or debentures, debenture stock or other securities of this company or any other company including payment of preliminary

expenses.

6. To invest and deal in the real and personal property movable and immovable and rights and in particular lands, buildings, hereditaments, business concerns and undertakings, debenture-stock, mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licenses, privileges including any interest in real or personal property

7. To enter into partnership or into any arrangement for sharing profits or losses or for any union of interest, joint venture, reciprocal concession or co-operation with any person or persons or company or companies 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.

8. To apply for registration, purchase or by any other means acquire and project, prolong and renew whether in India or elsewhere any patens, patent rights, brevet-d-invention, licenses, trademarks, designs, protection, concessions etc., which may appear likely to be advantageous or useful to the company and to use and turn to account and manufacture and or grant licenses or privileges in respect of the same and to expand money in experimenting upon and testing and in improving and seeking to improve the patents, inventions or rights which the company may acquire or propose to acquire.

9. Subject to the provisions of the Act, to amalgamate, enter into any partnership or partially amalgamate with or acquire interest in the business of any other company, person or firm, carrying on a business included in the objects of the company or enter into any agreement for sharing of profits or for co-

operation or for limiting competition or for mutual assistance, with any such person, firm or company or to acquire and carry on any other business which this company is authorised to carry on to enhance the value of or render more profitable any of the company?s property and to give or accept by way of consideration for any of the acts or things aforesaid, of property acquired, any shares, debentures, debenture-stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture-stock or securities so received.

10. To acquire and undertake the whole of any part of the business, good-will and assets of any person, firm or company carrying on or proposing to carry on any of the business which this company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company or to acquire any interest in, amalgamate for sharing profit or for co-operation or for limited competition or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property, acquire shares, debentures, debenture-stock or securities that may be agreed upon, and to hold, retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

11. To purchase, take in exchange or on lease, rent, hire, occupy, allow to be occupied or otherwise acquire and use any lands, estates, shops, warehouses, showrooms, workshops, offices, buildings, premises or other rights or interests in any land, buildings, and premises or any other immovable or movable, real or

personal property or right which the Company may think necessary or convenient for the purpose of its business and as to any real property either in consideration of a gross sum or of a rent charge in cash, services or kind or on perpetual lease rent in manner aforesaid or partly in one way and partly on others

12. To subscribe for, take, purchase or otherwise acquire and hold shares or other interest in or securities of any other company having objects altogether or in part similar to those of this company.

13. To promote any affiliation with other company or companies for the purpose of acquiring the whole or any part of the business or property or undertaking and any of the liabilities of this company or of any undertaking, any business or operations which may appear to benefit or assist this company or to enhance the value of the property or business of this company and to place or guarantee the placing or underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any companies aforesaid.

14. To invest, lend, advance, deposit or deal with the surplus moneys belonging to, entrusted to or at the disposal of the company or to give credit to any company, companies, firms or persons and in particular to the customers of the company with or without security and on such terms as may seem expedient and give guarantees or securities for any such persons, firms or companies.

15. Subject to the provisions of the Act, to receive money on deposit or loan, borrow or raise or secure the payment of money from any bank or banks or any other person or persons, financial institutions 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 or upon bonds, debentures bills of exchange, promissory notes, or other obligation or securities of the company and with a view to hypothecate and/ or in any way encumber mortgage, charge or lien upon all or any part of the undertaking and all or any of the immovable and movable properties present and future, and all or any of the uncalled present for the time being of the company and purchase, redeem or pay off any such securities and also guarantee the performance of the company of any other persons or company, any obligation undertaken by the company or any other persons or company as the case may be.

16. To invest and deal with the moneys of the company not immediately required for the purposes of its business in such manner as may be thought fit and to lent and advance money not being in the nature of the business of Banking Company within the meaning of Banking Regulations Act, 1949 to persons, firms, customers, or others having dealings with the company on installment as may be determined by the company and to guarantee the payment incurred or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock (or any other security by whatever name so called), contracts, mortgages, charges, obligations, instruments and securities of any company (listed/unlisted. Private or public) or of any persons whomsoever, whether incorporated or not incorporated, and generally to guarantee or become sureties for the performance of any contracts or obligations.

17. To draw, make, accept, endorse, discount, execute and

issue promissory notes, hundies, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments but not to undertake the business of banking as defined in the Banking Regulation Act, 1949.

18. To apply for, promote and obtain any act of parliament, provisional order or licence of the government or other authority for enabling the company to carry out any of its objects into effect or for effecting any modification of the company?s constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company?s interest or security

19. To enter into any arrangement with any Government of authorities (Supreme, municipal, local or otherwise) or any companies, firm or persons that may seem conducive to the attainment of the Company?s main objects or any of them and to obtain from any such Government, authority, company, firms or persons, any charters, contracts, rights, privileges and concessions, which the company may think desirable and to carry out, exercise and comply with any such charters and to apply for tender, purchase or otherwise acquire contracts, sub-contracts, and concessions, for all or any of them to undertake, execute, carryout , dispose off or otherwise turn to account the same and to sub-let all or any of them (contracts, sub-contracts, order etc.) from time to time upon such terms and conditions as may be thought expedient.

20. To employ or otherwise engage consultants, technical experts, engineers, scientists, foremen, specialists in any field or activity, skilled or unskilled

labour for any of the purposes or business of the company or to investigate and examine the conditions, prospectus, value, charter and circumstances of any business concerns and undertakings and generally of any assets, property or rights and to remunerate them suitably.

21. To support and subscribe to any charitable or public object and to any institution, society or club which may be for the benefit of the company or its employees or may be connected with any town or place where the company caries on business; to give or award pensions those annuities, gratuities and superannuation or other allowances to who those have been Directors or who been employed by or who are serving or have served the company and to the wives, children and other relatives and dependents of such persons; to make payments towards insurances and to set up, establish, support and maintain superannuation schemes, provident and other funds (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependents and to give any officers, servants or employees of the company any share of interest in the profits of the company's business or any subsidiary company and for that purpose to enter into such arrangements as the company may think fit; and to construct and develop residential and/or industrial colonies for the general advancement of members, employees or other persons.

22. To adopt such means of making known the services of the company as may seem expedient and in particular to advance and publicise and promote the services included in the Main Objects in any manner by the company, including advertising in the press, radio,

thereto, television, films, slides, pasting of bills, the issue of circulars, pamphlets, price-lists, leaflets, catalogues and brochures.

23. To acquire by purchase, lease, license, mortgage, exchange, rent, hire, or otherwise, and to own, hold, exploit, use, develop, operate sell, assign, lease, transfer, convey, exchange, mortgage, create security interests in, take options over, pledge, or otherwise dispose of or rights or privileges of any kind over or in respect of any property for the purpose of business of the LLP.

24. To grant to other persons or companies or firms the right, lease, sub-lease, license, sub? license or privilege to carry on any kind of business on the property of the LLP on such terms as the LLP deems expedient or proper.

25. To apply for, register, purchase, or by any other means acquire and protect, prolong and renew, whether in India or abroad any patent, patent right, license, secret process, trade mark, design, copyright, protection or concession and to disclaim, alter, modify, use and turn to account and to manufacture under or grant license or privilege in respect of the same, and to expend money in experimenting upon, testing and improving any of the aforesaid rights which the LLP may acquire or propose to acquire.

26. To acquire and undertake the whole or any part of the business, goodwill or assets of any person, firm or company and as part of the consideration for such acquire an interest in, amalgamate with, or enter into partnership or any arrangement for sharing profits, or for co-operation, or joint venture or mutual assistance with any such person, firm or company, or for

subsidizing or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquire, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures stock or securities so received.

27. To establish, promote and/or make investments in ventures, companies, firms and other entities.

28. to divide/bifurcate land into suitable plots, create layouts (subject to regulatory approvals) and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost in lumpsum or easy instalments or by hire purchase system and otherwise.

29. To improve, manage, construct, repair, develop, exchange, let on lease, otherwise mortgage, charge, sell, dispose off, turn to account, grant license, option, right or privileges in respect of, or otherwise deal with, all or any part of the property and rights of the LLP.

30. To invest and deal with the surplus moneys of the LLP in such manner as may, from time to time, is determined and to hold otherwise deal with any investments made.

31. To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in or securities of, any other companies/LLP and to co-ordinate, finance and manage the businesses and operations of any company/LLP in which the LLP holds any such interest.

32. To deal in any kind of commodities involving buying, selling, reselling, importing,

exporting, transporting, storing, developing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all type of goods on retail as well as on wholesale basis in India or elsewhere.

33. To carry on the business of contractors, sub-contractors, quasi contractors and to undertake contracts and subcontracts relating to construction, modification, repairing, alteration, construction, removal, redecoration, redesigning, enlarging, improving and designing of civil work, building for whatever use, roads, bridges, residential flats, commercial properties, approach roads, streets, circles, squares, parks, gardens, statues, parking places, bridges, dams, watercourses and reservoirs, tunnels, earthworks, sewers, tanks, drains, sewage, lighthouses, towers, transmission towers, pipelines, underground cables, railway tracks, railway sidings, runways shipyards, stockyards, culverts, channels whether on a turnkey basis or on labour contracts or otherwise.

34. To carry on the business of establishing and/or promoting support services whether information technology-enabled or otherwise including but not limited to placement services, enterprise content and data services, web services, transports, Back office operations, manpower supply, maintenance of information systems and act as consultants for the aforementioned services and businesses

35. To do/undertake all such activities, business, assignments, tasks or by whatever name so called which Directly or Indirectly connected to the Main Objectives of the Company as may be decided by the board from time to time.

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.

The liability of the member(s) is limited
The liability of the member(s) is Unlimited

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * _____ rupees.

(iii) The share capital of the company is 1000000 rupees, divided into

| | | | | | |
|---|---|---|---|---|---|
| Equity Share | Shares of | 10 | Rupees each | | 100000 |

6

☐ We, the several persons, whose names and address 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:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

☐ 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:

**Subscriber Details**

| S. No. | *Name, Address, Description and Occupation | DIN / PAN / Passport number | No. of shares taken | DSC | Dated |
|---|---|---|---|---|---|
| 1 | PRIYANK PINCHA<br>7/A-1, Manonmaniammal road, Kilpauk, Chennai - 600010<br>Occupation - Business | 00231200 | 40000 Equity,0 Preferenc | PRIYANK PINCHA Digitally signed by PRIYANK PINCHA Date: 2023.08.04 17:45:31 +05'30' | 04/08/2023 |
| 2 | VIJAY SINGH PINCHA<br>7/A-1, Manonmaniammal road, Kilpauk, Chennai - 600010<br>Occupation - Business | 00231189 | 10000 Equity,0 Preferenc | Vijay Singh Pincha Digitally signed by Vijay Singh Pincha Date: 2023.08.04 17:45:45 +05'30' | 04/08/2023 |
| 3 | AARTHI PINCHA<br>7/A-1, Manonmaniammal road, Kilpauk, Chennai - 600010<br>Occupation - Business | 07275117 | 40000 Equity,0 Preferenc | AARTHI PINCHA Digitally signed by AARTHI PINCHA Date: 2023.08.04 17:44:21 +05'30' | 04/08/2023 |
| 4 | MANJU PINCHA<br>7/A-1, Manonmaniammal road, Kilpauk, | 00231204 | 10000 Equity,0 | MANJU PINCHA Digitally signed by MANJU PINCHA Date: 2023.08.04 17:44:32 +05'30' | 04/08/2023 |

| | | | | | |
|---|---|---|---|---|---|
| | Chennai - 600010<br>Occupation - Business | | Preferenc | | |
| **Total shares taken** | | | 100000 Equity,0 Preference | | |

**Signed before me**

| **Membership type of the witness** ***(ACA/FCA/ACS/FCS/ ACMA/FCMA)*** | ***Name of the witness** | ***Address, Description and Occupation** | **DIN / PAN / Passport number / Membership number** | **DSC** | **Dated** |
|---|---|---|---|---|---|
| FCS | Anil Kumar Doshi | "Real Abode" Old No. 08, New No. 15 Thambuswamy Road, Kilpauk Chennai - 600010<br><br>Occupation - PCS | 10205 | ANIL KUMAR DOSHI Digitally signed by ANIL KUMAR DOSHI Date: 2023.08.04 17:46:07 +05'30' | 04/08/2023 |

7 Shri / Smt _____ _____ Of _____ resident of _____ aged _____ years shall be the nominee in the event of death of the sole member.

THE LANDLENS SUITE

# Eight ways to know a piece of land before you pay for it.

This report covers one part of the picture. These cover the rest, drawn from the same government records, for any property in Tamil Nadu.

### LandLens One
Ask anything about a property and get an answer grounded in live government records, with the sources shown.
**/landlens/one**

### Verify My Land
Every record check run on one property and returned as a single report.
**/landlens/verify-my-land**

### Legal Opinion
An advocate's written opinion on the title, built on the records we pull for it.
**/landlens**

### One Map
Every layer on one map: the parcel, its boundary, zoning, water bodies and what sits around it.
**/landlens/one/map**

### PriceMap
What land actually changed hands for around this plot, taken from the registered deeds.
**/landlens/pricemap**

### Build Scope
What you are allowed to build here: floor space, height, coverage and setbacks.
**/landlens/build-scope**

### Property Tracker
Watch a property and hear about it when something new is registered against it.
**/landlens/property-tracker**

### Deal Room
Run the transaction in one place: documents, stamping, signatures and the parties.
**/landlens/deal-room**

FREE TOOLS · NO ACCOUNT NEEDED

# Twenty-four checks you can run yourself, at no cost.

## Records and verification

The registers themselves, read for you.

- Encumbrance Certificate
- Patta and Chitta
- Field Measurement Sketch
- EC Analyzer
- Bank charge check
- Court case search
- Seller background check
- Approval check by survey

## Value and duty

What it is worth and what it costs to register.

- Guideline value by street
- Guideline value by survey
- Stamp duty and registration fees
- Capital gains
- Floor space index
- Area unit converter

## Zoning and land use

What the plan says can happen on this land.

- Land use zone finder
- CMDA land use check
- Coastal regulation zone
- Master plan check
- Water bodies finder
- Airport height clearance

## Registers and directories

Who holds it, and which office keeps the record.

- Find your registering office
- Temple property check
- Waqf property check
- RERA register

**Every free tool**
/tools

**Services we run for you**
/services

**The LandLens suite**
/landlens/one

Verified RealEstate™

# Every claim in this document traces back to a government record.

- Legal opinions, due diligence and title verification
- Building plan, layout and sub-division approvals
- Completion and occupancy certificates, regularisation
- Escrow, negotiation and NRI property management
- Land survey, soil testing, architecture and construction

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Chennai 600 097, India
**hello@verified.realestate**
+91 9996 12 9996

Prepared from the registers named on the page each finding sits on. Where a register could not be read, this document says so in its place rather than leaving the gap to be read as a clean result.