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***MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
NOVA LIFE SPACE PRIVATE LIMITED***



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Chennai

Block No. 6 , B' Wing, 2nd Floor , Shastri Bhawan 26 , Haddows Road Chennai - 600034, Tamil Nadu, INDIA

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): : U45206TN2012PTC085828

I hereby certify that the name of the company has been changed from NOVA LIVING SPACE PRIVATE LIMITED to Nova Life Space Private Limited with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name NOVA LIVING SPACES PRIVATE LIMITED

Given under my hand at Chennai this Twenty Fourth day of October Two Thousand Fourteen.

Signature valid

Digitally signed by Dr.
Manojkumar Cholan M
Date: 2014.10.24
16:02:32 GMT+05:30

S MEENAKSHI

Deputy Registrar of Companies
Registrar of Companies
Chennai

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

Nova Life Space Private Limited
Old No.197, New No.309, 2nd Floor, Poonamallee High Road, Chetpet,
Chennai - 600031,
Tamil Nadu, INDIA



GOVERNMENT OF INDIA
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Company was originally incorporated with the name NOVA LIVING SPACES PRIVATE LIMITED

Given under my hand at Chennai this Nineth day of June Two Thousand Fourteen.

Signature valid

Digitally signed by Dr.
Manojkumar Cholan M
Date: 2014.06.09
18:57:07 GMT+05:30

Vineet Rai

Registrar of Companies
Registrar of Companies
Chennai

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

NOVA LIVING SPACE PRIVATE LIMITED
Old No.197, New No.309, 2nd Floor, Poonamallee High Road, Chetpet,
Chennai - 600031,
Tamil Nadu, INDIA



प्रारूप 1 पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45206TN2012PTC085828

2012 - 2013

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

NOVA LIVING SPACES PRIVATE LIMITED

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

यह निगमन-पत्र आज दिनांक नौ मई दो हजार बारह को चैन्नई में जारी किया जाता है।

Form 1 Certificate of Incorporation

Corporate Identity Number : U45206TN2012PTC085828

2012 - 2013

I hereby certify that NOVA LIVING SPACES PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given at Chennai this Ninth day of May Two Thousand Twelve.

Validity unknown
Digitally signed by V. Elango, Deputy Registrar of Companies
Date: 2012.05.09 17:11:38
GMT+05:30

Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार, तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

*Note: The corresponding form has been approved by V ELANGO, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

NOVA LIVING SPACES PRIVATE LIMITED

NEW NO.472/B/2, OLD NO.21 & 1/13, KILPAUK GARDEN ROAD, KILPAUK,

CHENNAI - 600010,

Tamil Nadu, INDIA



THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
**** NOVA LIFE SPACE PRIVATE LIMITED**

- I. The name of the Company is **** NOVA LIFE SPACE PRIVATE LIMITED.**
- II. The Registered office of the Company will be situated in the State of Tamil Nadu.
- III. Objects for which the Company is incorporated are:

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

1. To carry on the business of builders and contractors for construction of commercial complex, residential flats, hotels, buildings, houses, factories, hydel projects, gardens and all sorts of contracts for local, municipal, state, central authorities, government departments, railways, universities or for any other person, firms or Companies in India and abroad.
2. To undertake and carry on all or any of the trades of real estate dealers, land brokers, building brokers, purchasers and vendors of land and building by way of purchase, lease, sale or letting out of land and buildings either in full or in parts or by way of block, plot or flat system and to carry on the said business either as principals or agents or on commission or otherwise.
3. To act as consultants, advisers, builders, interior decorators, civil engineers, designers, town-planners, valuers, licenced surveyors, loss assessors and supervisors for all sorts of building activities including civil, electrical and structural engineering works.

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

1. To buy, acquire or purchase whole or substantial business of any firm, Company or other entity which is in similar business of the Company and to allot the shares for consideration of the same.
2. To enter into partnership or into any arrangements for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, firm or company carrying on, engaged in or about to carry on or engage in any business or transaction with this company which is authorised to carry on and to lend money to guarantee the contracts of or otherwise acquire and hold shares or securities of any such person, firm or company, and to sell, hold, reissue with or without guarantee or otherwise deal with the same. The company will not however do banking business as defined in the Banking Regulation Act, 1949.

**** Altered vide Special Resolution passed at the EGM held on 01.10.2014 for Change of Name from Nova Living Space Pvt. Ltd. to Nova Life Space Pvt. Ltd.**

*** Altered vide Special Resolution passed at the EGM held on 05.06.2014 for Change of Name from Nova Living Spaces Pvt. Ltd. to Nova Living Space Pvt. Ltd.**

3. To promote, and form, and to be interested in and take, to apply for acquire, hold and dispose of shares in any other company having objects altogether or in part similar to those of this company or carrying on any business capable of being conducted so as directly or indirectly to benefit the company and to subsidies or assist any such company financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of shares, stock, debentures, debenture stocks or other securities of such company.
4. To enter into any agreement with any Government or authorities, municipal, local or otherwise that may seem conducive to the Company's benefit or any of them and to obtain from any of such Government or authority, any rights, privileges and concessions which the Company may think fit and desirable to obtain and carry out, exercise and employ with any such arrangement, rights, privileges.
5. To sell, exchange, mortgage, let on lease, royalty or tribute, grant licenses, easements, options and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the company or any part thereof for such consideration as may be thought fit and in particular for stocks, to pay for any property, rights, services or benefits acquired by the company either in cash or by the allotment of fully or partly paid up shares of the company with or without preferential rights in respect of dividend or repayment of capital or otherwise, or by any securities which the company has power to issue or partly in one mode and partly in another on such terms & conditions as the company may determine from time to time.
6. To invest and deal with the moneys of the company not immediately required in any manner.
7. To form, incorporate or promote any company or companies whether Indian or Foreign, having amongst its or their objects, the acquisition of all or any of the assets or control, management or development of the company or any other objects or object which in the opinion of the company could or might directly or indirectly assist the company in the management of its business or the development of its properties or otherwise prove advantageous to the company and to pay all costs or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in obtaining subscriptions for or for guaranteeing the subscription of or the placing of any shares in the capital of the company or any bonds, debentures, obligations or securities of the company or any stocks, shares, bonds, debentures, obligations or securities of any other company held or owned by the company or in which the company may have an interest in or about the formation or promotion of the company or the conduct of its business in or about the promotion or formation of any other company, in which the company may have an interest.
8. Subject to the Provision of the act, to amalgamate with any company or companies having objects altogether or in part similar to those of this company.
9. To pay all the costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of this or any other company, and the issue of its capital including any underwriting or other commissions, broker's fees and charges in connection therewith.

10. To draw, make, issue, accept and to endorse, discount and negotiate promissory notes, hundies, bills of exchange, bills of lading, delivery orders, warrants, warehouse keeper's certificates, and other negotiable or commercial or mercantile instruments connected with the business of the company.
11. To lend, or deposit moneys belonging to or entrusted to or at the disposal of the company to such person or company and in particular to customers and others having dealings with the company with or without security, upon such terms as may be thought proper and to guarantee the performance.
12. To borrow or raise money with or without security or to receive within the permissible limits money on deposit at interest, not falling under the provisions of the Banking Regulation Act, 1949 or otherwise in such manner as the company may think fit and in particular, by the issue of debenture or debenture stock perpetual or otherwise including debentures or stock convertible into shares of this or any other company and in security of any such money so borrowed, raised or received to mortgage, pledge, or charge the whole or any part of the property, assets or revenue of the company, present or future, including its uncalled capital and to purchase, redeem or pay of any such securities, subject to Section 58A of the companies Act 1956 and the Rules framed there under.
13. To sell and in any other manner deal with or dispose of the undertaking or property of the company, or any part thereof, for such consideration as the company may think fit and in particular shares, debentures and other securities of any other company having objects altogether or in part similar to those of this company and to promote any other company or companies for the purpose of its or their acquiring all or any of the property, rights or liabilities of this company.
14. To distribute amongst the members of the company in specie or in kind any property of the company, or any proceeds of sale or disposal of any property of the company in the event of the winding up of the company.
15. To run or manage any business property which the company may acquire, control and repossess in connection with the main objects of the company.

(C) THE OTHER OBJECTS NOT INCLUDED IN A AND B ARE:

1. To carry on the activities of purchase and/or sale of shares, stock, debentures, securities or any other financial instruments including derivatives.
2. To carry on the business of Freight Forwarders, Freight Brokers, Freight Consolidators, Non Vessel Operator Container Carriers (NVOCC).
3. To carry on all kinds of agency business, and to take part in the management, supervision or control of the business of any other company associations, firm or person and in connection therewith to appoint and remunerate any directors, accountants experts or agents without acting as Managers, Managing Agents, Secretaries or Treasurers of any other company.
4. To act as advisors and/or consultants on all matters and problems relating to urban and town planning, landscape, architecture, structural engineering, electrical engineering, interior designing and graphics.

5. To acquire and develop farm lands and sell, on time share basis or to provide facilities like health club and country club.
6. To act as agents or brokers for any person, firm or company and to undertake and perform sub-contracts and also to act in any of the business of the company through or by means of agent brokers, sub contractors or others.
7. To carry on the business of import, export, distribution of all kinds of machinery and vehicles and to act as agents, stockiest, distributors for firms and companies in India and abroad.
8. To buy, sell, refine, manipulate, import, export, and deal wholesale and retail in computers, scientific apparatus, articles and things of all kinds, capable of being used which can be conveniently dealt in by the Company in connection with any of its objects.
9. To carry on the business of processors, importers and exporters, of gums, gum powder, gelatin products, binders resins, perfumes, paints, pigments, varnishes, detergents, insecticides, pesticides, fertilizers, pharmaceuticals and bulk drugs.
10. To carry on business of farm, poultry farms, garden and fruit produce of all kinds and in particular milk, butter, cheese, poultry, fruit and vegetable and to carry on business as cow, buffaloes and cattle keepers, farmers, millers, grains, kirana and general merchants like that of milk, jam, pickles, cider preserved provisions of all kinds.
11. To carry on business in rendering engineering services, engineering goods or acquiring existing units.
12. To establish or acquire units engaged in trade of all packing materials and containers.
13. To acquire by purchase or otherwise and to carry on the business of estate owners, cultivators, planters, growers, seller and dealers in tea, coffee, cardamom, pepper, spices, rubber and gutta-percha and gums of every description, corn, coca, rice, oils and oil palms, copra, coconuts, sugar, tobacco, fruit, plantations, cinchona, grains, paddy, cereals, cotton, silk and other artificial manure, vegetables, agricultural, sericulture, horticultural and natural products of any kind and to manufacture, dispose off, buy sell and deal in the said products.
14. To carry on the business of establishing and developing poultry farms and also to act as dealers and distributors in all kinds of poultry feedings and medicines.
15. To establish and run educational institutions.

IV. The liability of the members is limited.

V. The Authorized Share Capital of the Company is Rs.1,00,00,000/- (Rupees One Crore only) divided into 10,00,000 (Ten Lakhs) Equity shares of Rs.10/- (Rupees Ten) each with power to increase or reduce the Capital of the Company and to divide the Shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, qualified or other conditions in such manner as may be, for the time being provided by regulations of the Company and also the Companies Act, 1956.

VI. We, the several persons whose names are subscribed, are desirous of being formed into a Company in accordance with this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite to our respective names :

Sl.No.	Signature, Name, Father /Husband name, address and occupation of each of the subscriber	No. of Equity shares taken by each Subscriber	Signature, Name, Father/ Husband name, Address & occupation of Witness
1.	Sd/- K.SUNITHA DEVI D/o.M S Kalyanasundaran 3A, 3 rd Floor, Harmony Flats No.29, Dr.Gurusamy Road Chetpet, Chennai-600 031 Tamil Nadu, India Business	50,000 (Fifty Thousand)	Sd/- T Rajasekhara Reddy S/o.T Krishna Reddy No.1080A, Rohini Flats Munuswamy Salai K K Nagar West Chennai-600078 Chartered Accountant
2.	Sd/- GOWRA RAVICHANDRAN D/o.A Ravichandran No A/22, ELM Block Citilights Apt. Nolambur Chennai-600 097 Business	50,000 (Fifty Thousand)	
Total 1,00,000 (One Lakh)			

Place: Chennai
Date: 05.05.2012

**THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
OF
** NOVA LIFE SPACE PRIVATE LIMITED**

PRELIMINARY

1. The Regulations of Table A in the Schedule I of the Companies Act, 1956 shall apply except so far as they are modified by implication by the articles following.

PRIVATE COMPANY

2. The Company is a Private Company within the meaning of Section 3(1) (iii) of the Act and accordingly:-
 - (a) The minimum paid up Capital of the Company shall be Rs.1 lakh or such higher amount as may be prescribed and
 - (b)
 - 1) Restricts the right to transfer its shares, if any
 - 2) Limits the number of its members to fifty not including
 - i) Persons who are in the employment of the company; and
 - ii) Persons who, having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased.

Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this definition, be treated as a single member.
 - 3) Prohibits any invitation to the public to subscribe for any shares in, or debentures of the Company; and
 - 4) Prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.

BUSINESS OF THE COMPANY

3. The business of the Company shall include the separate objects mentioned in or within the scope of the meaning of the Memorandum of Association and all matters incidental thereto; and the business shall be carried on in India under the control of the Directors and according to such rules as they may from time to time prescribe, subject only to such controls by the members at General Meetings as is provided for by these Articles and all acts done in relation to the Company by the Directors shall deemed to be the acts of the company.
4. The business of the Company may be commenced, notwithstanding that shares may not have been issued and calls for shares may not have been paid up.

** Altered vide Special Resolution passed at the EGM held on 01.10.2014 for Change of Name from Nova Living Space Pvt. Ltd. to Nova Life Space Pvt. Ltd.

* Altered vide Special Resolution passed at the EGM held on 05.06.2014 for Change of Name from Nova Living Spaces Pvt. Ltd. to Nova Living Space Pvt. Ltd.

5. No person, unless thereto expressly authorised under a Power of Attorney signed by two Directors or by one Director and countersigned by the General Manager or by some other person appointed by the Directors for the purpose and acting within the limits of any further special authority which may be conferred on him by two Directors or by one Director and the General Manager or by some other person appointed by the Directors for the purpose whether telegraphic or otherwise shall have any authority to draw, accept, make or endorse any cheque, promissory note or bill of exchange or other negotiable instrument on behalf of the Company, or to enter into any contract or to make any representation so as to impose thereby any liability on the Company, otherwise to pledge the credit of the Company.

SHARE CAPITAL

6. The Authorised Share Capital of the company is Rs. 1,00,00,000/- (Rupees One Crore only) divided into 10,00,000 (Ten Lakhs) Equity shares of Rs.10/- (Rupees Ten) each with a power to increase or reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and attach thereto respectively such preferential, qualified or special rights, privileges or conditions in such manner as may, for the time being, be provided by the regulations of the Company and also the Companies Act, 1956.
7. None of the funds of the Company shall be employed in the purchase of the shares of the Company.
8. The shares shall be under the control of the Directors, who may allot or agree conditionally or absolutely to allot or otherwise dispose of the same at such times and in such manner and upon such terms and conditions as they shall think fit.

SHARE CERTIFICATES

9. The Certificate of title to shares shall be issued under the Common Seal of the Company and signed atleast by two Directors.
10. Every member shall, without payment be entitled to one certificate under the common seal of the Company specifying the share or shares held by him with the distinctive number thereof and the amount paid up thereon. He shall also be entitled to such additional certificates as he shall require, not exceeding in all one certificate for each share, upon payment of such fee not exceeding three rupees for each additional certificates as the Directors may require.
11. If a share certificate be defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding two rupees and on such evidence as to proof of defacement, loss or destruction and on such indemnity to the Company as the Directors think fit.

JOINT HOLDINGS

12. In case of a joint holding of shares, the following provisions shall apply:
- (a) The Company shall not be bound to register more than three persons as the holder of any share.
 - (b) The Company shall not, subject to Article (10 & 11) be bound to issue more than one certificate.
 - (c) The Company shall deliver the certificate (or if additional certificates are required under Articles 10 and 11, and the certificates) to the person whose name stands first on the register of share holders.
 - (d) The joint holders shall be jointly and severally liable to pay all calls and other sums of any nature due in respect of the shares held by them.
 - (e) Any one of such joint holders may give effectual receipts and discharges for any dividend or other sum or benefit (including any return of capital) Payable in respect of shares held jointly.
 - (f) Any notice shall be sufficiently given to all the joint-holders, if given to the one whose name stands first on the register in respect of the shares held jointly.
 - (g) Upon the death of any joint-holder the survivors shall be the only person or persons recognized by the Company as having any title to or interest in the shares and the Directors may require such proof to be given of the death as they shall think fit.
13. The Company shall not be bound by or be compelled to recognize any trust whatsoever or 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 presents otherwise expressly provided) any right in respect of any share except an absolute right to the entirety thereof, in the registered holder.

TRANSFER AND TRANSMISSION OF SHARES

14. No transfer of any share in the capital of the Company shall be made or registered except in accordance with the following conditions:
- (a) Any shareholder proposing to transfer his share or shares (hereinafter called a retiring shareholder) is bound to issue notice in writing (hereinafter described as a sale notice) to the company declaring his willingness to sell all or any of his shares and requesting the Company to effect a sale. Every sale notice shall specify the denoting numbers of the shares which the retiring shareholders desires to sell and shall constitute the Company the agent of the retiring shareholders for the same of such shares at the fair value to be fixed as hereinafter provided. No sale notice shall be withdrawn except with the sanction of the Directors.

- (b) i) The Company shall thereupon cause such notice to be sent to every shareholder other than the retiring shareholder offering such share or shares as nearly as may be in proportion to the existing shares held by them respectively, limiting a period of 45 days from the date of notice within which such offer if not accepted will be deemed to have been declined. Any such shareholder who is willing to purchase such share or shares, may communicated to the Company his willingness to purchase such share or shares within the time prescribed above at the fair value to be fixed in the manner hereinafter provided.
- ii) The Directors shall make such arrangements as regards the finding of a purchasing shareholder for any shares not accepted by other shareholders to whom they shall have been so offered as aforesaid, as they shall think just and reasonable.
- iii) The Company shall effect the sale not later than three months from the date on which the sale notice of the retiring shareholder was received by the company.
- iv) The Company on finding a shareholder or other person willing to purchase any share (herein referred to as a purchasing shareholder) shall give notice thereof to the retiring shareholder, and the retiring shareholder shall be bound, upon payment of the fair value as is referred to in clause (c) of the Article, to transfer the share to the purchasing shareholder who shall be bound to complete the purchase within 15 days or such further time as may be granted by the Company provided that the time granted to the purchasing shareholder to pay the fair value and complete the purchase shall not exceed three months from the date of the sale notice.
- (c) The fair value of a share will be fixed by the Company or by the Auditor of the Company. The fair value so fixed shall remain in force for a period of six months from the date of fixation or until amended earlier by a resolution of the Company or of the Board of Directors as the case may be. If at any time a transfer notice is given and no fair value is in force the Board of Directors shall take steps to fix such value as provided herein before within thirty days of receipt notice.
- (d) In the event of the retiring shareholder failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may levy a penalty of a sum not exceeding Rs.5/- per share in respect of which the sale notice is given and the penalty so levied against him shall be deemed a debt due by him to the Company.
- (e) If the Company is unable to effect sale of such share or shares at or above the fair value within the said period of three months, the retiring shareholder after receiving an intimation in writing from the Company of its inability to sell the said share or shares, shall be at liberty to sell his share or shares to any person.

Provided that such transferee who is not already a member of the Company shall be entitled only to the dividend, if any, but shall not be entitled to attend or to vote at any meeting of the shareholders of the Company unless the Company determine otherwise in a general meeting.

15. Subject and without prejudice to the foregoing provisions relating to transfer of shares, the Directors may at any time, in their discretion, decline to register any transfer of shares without assigning any reason for such refusal whether to a shareholder or not, or to register any person becoming entitled to a share otherwise than by transfer, whether a shareholder or not (a) where the Company has lien on the share, or (b) where it appears that the transferee is not a responsible person or (c) where the Directors are of opinion that the proposed transferee is not a desirable person to be admitted to membership. In cases covered by clause (b) and (c) of this Article, the transferee may call upon the Company to sell the shares at the fair value fixed under Article 14 (c) aforesaid and the Company shall find a purchaser accordingly. In any case, where if a transfer is lodged, the Directors shall refuse to register such transfer.
16. The transfer of any share shall be in writing in the prescribed form executed by both the transferor and the transferee, and attested, and the transferor shall be deemed to remain the shareholder of the share until the name of the transferee is entered in the register in respect thereof.
17. The Directors may require any person becoming entitled to a share in the consequence of the death or insolvency of a Shareholder, of a Committee or other guardian of a member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy to sell the shares of such deceased or insolvent or lunatic or other member to persons as provided for in Article 14 above at the fair value thereof as aforesaid and if such persons becoming entitled as aforesaid, or the Committee or other guardian as aforesaid, shall not forthwith comply with such requisition, he shall be deemed to have served in Company with a sale notice by Article 14 and the said Article and other Articles regarding the transfer of shares shall, so far as applicable take effect.
18. Subject to the foregoing special provisions in relation to the transfer and transmission of shares, any person becoming entitled to any share by reason of the death or bankruptcy of the holder shall be entitled only to the dividends to which he would be entitled if he were the registered holder of the share, and shall in other respect be entitled only to the rights possessed by the predecessor in title of such shares.

GENERAL MEETING

19. The chairman for the purpose of general meeting shall be the director who is acting as managing director at the time of convening the meeting. If the said person is not present, and if there is no such managing director, one of the other directors shall be chairman for the meeting. If none of directors are present, the members present shall choose one of their members to be chairman of the meetings.

20. The directors may, if, think fit, convene the general meeting other than the Annual General Meeting of the company by giving a notice thereof for any period which may be less than 21 days. It shall not be necessary for directors to annex explanatory statement of the notice calling a general meeting. Any accidental commission to give such notice by any member shall not invalidate the proceedings of the general meeting. The provisions of section 171 to 188 of the Companies act shall not apply to the company. Shorter notice shall be given for the Annual General Meetings.
21. No business shall be transacted at any General Meeting unless a quorum of members present. Two members present in person or through proxies shall be the quorum for General Meeting.

BOARD OF DIRECTORS

22. Unless and until otherwise determined by the company in general meeting, the number of Directors shall not be less than two or more than 12. The first Directors of the Company shall be:

1. Ms. K SUNITHA DEVI

2. Ms. GOWRA RAVICHANDRAN

23. The Directors may raise or borrow money from time to time by bonds, debentures, promissory notes, bills, hundies and other negotiable securities and by opening current accounts, cash credits, overdrafts and by receiving advances, with or without security and by mortgaging any lands, buildings, good and other property of the company or by the security of the whole or any part of the undertaking or assets present or future of the company including its uncalled capital and for such purpose may give, execute and issue such perpetual or redeemable debentures, mortgages and securities upon terms and condition as the Directors may think fit.
- 23A. The Board of Directors may give guarantee or provide security for the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, contracts, loans, mortgages, charges, obligations, instruments and securities of any person, firm, Company or of any such authorities or of any persons whomsoever, whether incorporated or not and generally to guarantee or become securities for the performance of any contracts or obligations.
24. The Directors of the Company shall not be liable to retire by rotation.
25. The Board of Directors shall have power at any time and from time to time to appoint any one or more persons as special or whole time Director or Directors for such time and on such terms as they may determine.
26. The Directors of the Company need not hold any qualification shares.
27. The remuneration by way of a fee of every Director(Inclusive of Alternative Director, Special Director and any other Director, if any) shall be Rs.1,000/- or such other sum as may be determined by the Board for every meeting of the Board or of any committee consisting wholly or partially of directors attended by him, the directors may also be paid travelling and other out of

pocket expenses incurred, if any, for attending meetings of the Board of Directors, that may be determined from time to time.

PROCEEDINGS OF THE BOARD

28. (a) The Board of Directors may meet together for the dispatch of business adjourn and otherwise regulate and proceedings as they think fit.

(b) A meeting of the Board of Directors shall be held at least once in every three calendar months as required by Section 285 of the Companies Act, 1956 or any statutory modification thereof.
29. The quorum for a meeting of the Board of Directors shall be two directors or 1/3 of the total strength whichever is higher.
30. All acts done by any meeting of the Board or 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 appointments 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 valid as if every such director or such person had been duly appointed and was qualified to be a Director.

POWER AND DUTIES OF DIRECTOR

31. The Management and Control of the Company shall be vested in the Directors who may exercise all such powers and do all such acts and things as may be exercised or done by the company and are not by the act expressly directed or required to be exercised or done by the company in General Meeting, but subject nevertheless to the provisions of the Act and to any regulation from time to time made by the Company in General Meeting provided that no regulation so made shall invalidate any prior act of the Directors, which would have been valid if such regulation had not been made.
32. The Board of Directors may from time to time appoint one or more of their body to be a Managing or whole time Director of the company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, on such terms and conditions as they deem proper and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places. The Board of Directors may fix the remuneration of such Managing Directors, whether by way of salary or commission or by conferring a right to participate in the profits of the company or by a combination of both.
33. The Board may subject to the provisions of the Act, delegate any of its powers to committee consisting of such member or members of its body as it thinks fit and or to the Managing Director or Manager. Any Committee so formed or the Managing Director or Manager shall, in the exercise of the Powers so delegated conform to any regulations that may from time to time be imposed upon him the Board.

34. The Board may appoint any person to act as Alternate Director for a Director during the latter's absence for a period of not less than three months from the state in which meetings of the Board are ordinarily held and such appointment shall have effect and such appointees, Whilst he holds office as an Alternative Director shall be entitled to notice of meeting of the Bard and to attend and vote there at accordingly but he shall IPSO FACTO vacate office if and when the absent Director returns to the State in which meetings of the Board are ordinarily held or the absent Director vacates office as a Director.
35. Every Director, manager, auditor, Trustee, member of a committee, officer, servant and accountant or other persons employed in the business of the Company shall observe strict secrecy and trust respecting all transactions of the Company and any person who breaches secrecy and trust shall subject to the decision of the Board be deemed to be automatically vacated the office.
36. Any debentures, bonds or other securities may be issued at a discount, premium and with special privileges or otherwise and with special privileges as to redemption, surrender, drawings, allotment of shares and attending at General Meetings of the Company or otherwise.

MANAGING DIRECTORS

37. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any one or more of its number as Managing Director or Managing Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit, and subject to the provisions of Articles of Association, the Board may by resolution vest in such Managing Director or Managing Directors such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions as it may determine. The remuneration of a Managing Director may be made by way of monthly payment, fee for each meeting or participation in profits or by any or all these modes or any other mode not expressly prohibited by the Act.

MANAGER OR SECRETARY

38. Subject to the provisions of the Act a Manager or Secretary may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any Manager or Secretary so appointed may be removed by the Board. A Director may be appointed as Manager or Secretary.

THE SEAL

- 39.(a) The Company shall have a common seal and the Board shall provide for the safe custody thereof. The seal shall not be applied 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 in the presence of two Directors as the Board may appoint for the purpose and such Directors as the Board may

appoint for the purpose and such Directors aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

- (b) The Company shall also be at liberty to have an Official seal in accordance with Section 50 of the Act, for use in any territory district or place outside India.

RESERVE AND DIVIDEND

- 40. The Company in an Annual General Meeting may declare dividend but no dividend shall exceed the amount recommended by the Board.
- 41. The Board may from time to time as it thinks fit, before recommending any dividend, set aside any debentures, debts or other liabilities of the Company or for the equalisation of dividend or for repairing, improving or maintaining any of the property of the company and for such other purpose of the company as the Board with absolute discretion thinks conducive to the interest of the Company and may invest the several sums so set aside upon such investments (other than shares of the Company) as it thinks fit and from time to time deal with a vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the Reserve into such special account as it thinks fir with full powers to employ the Reserve or any part thereof in the business of the Company and that without being bound to keep the same separate from other assets.
- 42. Any dividend shall be paid within thirty days from the date of the declaration, by cheque or warrant sent through the post to the registered address of the member or person entitled to or in the case of joint holders to the registered address of that one whose name stands first on the Register of Members or to such address as the Holder or Joint holders may in writing direct and every cheque or warrant so sent shall be made payable to the person to whom it is sent.
- 43. No dividend shall be declared or paid except out of the profits of the company for any year after providing for depreciation as required by the Act or out of the previous years, undistributed profits arrived at after providing for depreciation and no dividend shall carry interest as against the company.

ACCOUNTS

- 44. The Board shall cause to be kept in accordance with Section 209 of the Act, proper books of account with respect to:
 - (a) All sums of moneys received and expended by the company ad the manner in respect of which the receipt and expenditure take place.
 - (b) The Books of Account shall be kept at the Registered Office or at such other place in India as the Board thinks fit and shall always be open to inspection by the Directors during business hours.

AUDIT

45. Once at least in every year, account of the Company shall be examined and the correctness of the Balance Sheet ascertained by the Auditor appointed under Section 224 of the companies Act, 1956.
46. The Board may fill any casual vacancy in the office of the Auditor except the one caused by the resignation of the Auditor which shall be filled by the Company in General Meeting.
47. The remuneration of the Auditor shall be fixed by the Company in General Meeting except that the remuneration of an Auditor appointed by the Board may be fixed by the Board.

WINDING UP

48. If the Company shall be wound up, whether voluntarily or otherwise the liquidator may with sanction of Special Resolution or any other sanction required by the Act, divide among the members in specie or kind whole or any part of the assets of the company and may with the like sanction vest any part of the assets of the company in trustees upon such trusts for the benefit of the members or any of them as liquidator, with the like sanction, shall think fit.

INDEMNITY

49. Subject to Section 201 of the Act, every officer or agent for the time being 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 judgments is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the court.

SECRECY

50. No member shall be entitled to inspect the company's books without the permission of the Board or require the discovery of any matter which is or may be in the nature of trade secret, mystery of trade or secret process, which may relate to the conduct of the business of the company and which in the opinion of the Board will not be expedient in the interest of the company to communicate to the public.

Sl. No.	Signature, Name, father/husband name, Address, and occupation of subscribers	Signature, Name, father/husband name, Address and occupation of witness
1.	Sd/- K.SUNITHA DEVI D/o.M S Kalyanasundaran 3A, 3rd Floor, Harmony Flats No.29, Dr.Gurusamy Road Chetpet, Chennai-600 031 Tamil Nadu, India Business	Sd/- T Rajasekhara Reddy S/o.T Krishna Reddy No.1080A, Rohini Flats Munuswamy Salai K K Nagar West Chennai-600078 Chartered Accountant
2.	Sd/- GOWRA RAVICHANDRAN D/o.A Ravichandran No A/22, ELM Block Citilights Apt. Nolambur Chennai-600 097 Business	

Place: Chennai

Date: 05.05.2012

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One Map

Every layer on one map: the parcel, its boundary, zoning, water bodies and what sits around it.

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PriceMap

What land actually changed hands for around this plot, taken from the registered deeds.

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Build Scope

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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

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Registers and directories

Who holds it, and which office keeps the record.

Find your registering office

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