//CERTIFIED TRUE COPY//

MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

NEUEON CORPORATION LIMITED

For NEUEON CORPORATION LIMITED

Company Secretary

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Central Processing Centre

Plot No. 6,7, 8, Sector 5, IMT Manesar, Manesar, Haryana, India, 122050

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): **L40109TG2006PLC049743**

I hereby certify that the name of the company has been changed from NEUEON TOWERS LIMITED to NEUEON CORPORATION LIMITED with effect from the date of this certificate and that the company is Company limited by shares.

Company was originally incorporated with the name SUJANA TOWERS LIMITED

Given under my hand at ROC, CPC this EIGHTEENTH day of SEPTEMBER TWO THOUSAND TWENTY FIVE

Certification signature by *.mca.gov.in,
Validity Unknown
Digitally signed by
*.mca.gov.in
Date: 2025.09.18 17:25:54 IST

Brijesh Kain

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

Central Processing Centre

Note: The corresponding form has been approved by Brijesh Kain, Central Processing Centre, and this order has been digitally signed by the Registrar of Companies through a system generated digital signature under rule 9(2) of the Companies (Registration Offices and Fees) Rules, 2014.

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

NEUEON CORPORATION LIMITED

Survey No. 321, Turkala Khanapur Village, Hathnura, Sangareddy, Medak- 502296, Telangana, India

Note: This certificate of incorporation is in pursuance to change of name by the Company and does not affects the rights and liabilities of stakeholders pursuant to such change of name. It is obligatory on the part of the Company to display the old name for a period of two years along with its new name at all places wherever a Company is required to display its name in terms of Section 12 of the Act. All stakeholders are advised to verify the latest status of the Company and its Directors etc and view public documents of the Company on the website of the Ministry www.mca.gov.in/MCA21

For NEUEON CORPORATION LIMITED

Company Secretary

सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

2nd Floor, CPWD Building Kendriya Sadan, Hyderabad, Telangana, India, 500195

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): L40109TG2006PLC049743

I hereby certify that the name of the company has been changed from SUJANA TOWERS LIMITED to NEUEON TOWERS LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name SUJANA TOWERS LIMITED.

Given under my hand at Hyderabad this Fourth day of October two thousand sixteen.

Ministry of Corporate Affairs - Govt of India

N KRISHNAMURTHY
Registrar of Companies
Registrar of Companies
RoC - Hyderabad

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

NEUEON TOWERS LIMITED

H.NO.8-2-248/1/7/8, PLOT NO.18, NAGARJUNA HILLS, PUNJAGUTTA, HYDERABAD, Kurnool, Telangana, India, 500082

For NEUEON CORPORATION LIMITED

Company Secretary

सत्यमेव जयते

Certificate for Commencement of Business

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : **U40109AP2006PLC049743**

I hereby certify that the SUJANA TOWERS LIMITED which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the SIXTH day of APRIL TWO THOUSAND SIX , and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given under my hand at Hyderabad this TWENTIETH day of SEPTEMBER TWO THOUSAND SIX.

कम्पनी रजिस्ट्रार, आन्ध्र प्रदेश ★ REGISTRAR OF COMPANIES A.P. ★

(RICHARD HENRY)

Registrar of Companies

Andhra Pradesh

For NEUEON CORPORATION LIMITED

Company Secretary

THE COMPANIES ACT, 2013

A COMPANY LIMITED BY SHARES

(Incorporated under the Companies Act, 1956)

MEMORANDUM OF ASSOCIATION OF

*** NEUEON CORPORATION LIMITED**

I. The name of the Company is **"NEUEON CORPORATION LIMITED"**

II. The Registered Office of the Company will be situated in the State of "Telangana".

III. The objects for which the Company is established:

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

1. To carry on the business of manufacturers, producers, importers, exporters, traders, dealers, distributors, stockiest, buyers, sellers, agents or merchants in all kinds of towers such as power transmission towers, telecom towers, television towers, electrical transmission towers etc.

2. To carry on in India or elsewhere the business of manufacturing, producing, assembling, repairing, altering, fabricating, converting, improving, handling, insulating, reconditioning, punching, welding, fixing, concreting, erecting, dismantling, buying, selling, importing, exporting and to act as agent, broker, stockiest, distributor, consultant, job worker, contractor, structural engineer, franchiser, supplier or otherwise to deal in all shapes, sizes, strengths, dimensions, descriptions, specifications and grades of iron & steel structures, such as hangers, building sections, bridges sections, lock gates, lattice masts, roofs, rolling, beams, pillers, girders, columns, door frames, window frames, purlings, frame works, transmission towers, television towers, electrical transmission towers, shutters and other allied items used in transportation, defense, public utilities, power stations & lines, railways, industries, buildings, tunnels, dams and to do all acts and things incidental for the attainment of the above object.

**** Changed vide special resolution in the 18th AGM of the Company held on 19th August 2025***
***** Amended vide special resolution in the 18th AGM of the Company held on 19th August 2025.***

For NEUEON CORPORATION LIMITED

Company Secretary

3. To carry on in India or elsewhere the business to manufacture, produce, process, treat, assemble, alter, convert, commercialize, roll, reroll, melt, mould, design, develop, fabricate, galvanize, machine, cut, trim, turn to account and to act as agent, broker, stockists, distributor, importer, exporter, trader, buyer, seller, vendor, engineers, metallurgist, consultant, job worker, or otherwise to deal in all shapes, sizes, uses, capacities, specifications, descriptions and varieties of products whether made of iron and steel or in combination with any ferrous and non ferrous materials such as plants, machineries, tools jigs, dies, moulds, reciprocals, equipments, instruments, apparatus, utensils, accessories, fittings, hardwares, sanitaries, fixtures, pipes, ductings, packing materials, engineering goods, etc. used in any industry, trade, commerce, public welfare, transport, vessels, defence, agriculture, construction, power, transmission, pollution or in any other field and to do all such incidental acts and things necessary as may be necessary for the purpose of attainment of above objects.

4. To carry on India or elsewhere the business of manufacturing, producing, altering, converting, processing, treating, improving, manipulating, extruding, milling, slitting, cutting, casting, forging, rolling & rerolling of all shapes, sizes, varieties, specifications, dimensions, descriptions and strength of iron & steel products including bars, rods, structures, profiles, pipes, sheets, castings, wires, rolling metals, girders, channels, angles, rolls, ingots, flats, slabs, torsteels, bright bars, shaftings, beams, rounds, squares, hexagons, octagons, foils, joints, deformed bars, their products, by-products and other allies materials, goods, articles and things made of all grades of iron & steels including mild steel, carbon steel, stainless steel, electrical steel, alloy steel, special steel or any combination thereof with any other ferrous or non-ferrous materials and to act as agent, broker, distributor, stockist, importer, exporter, buyer, seller, jobworker, convertor, consultant, supplier, vendor or otherwise to deal in all goods, articles or things incidental to the attainment of the above objects.

5. To carry on the business of Civil Engineers, Contractors, Architects, Real Estate agents, brokers, dealers, Engineering, Procurement, and Construction (EPC) in all its branches and to undertake and execute projects relating to infrastructure, industrial plants, power generation, transmission and distribution, oil and gas facilities, water and wastewater systems, renewable energy installations, buildings, roads, bridges, and other civil, mechanical, and electrical engineering works on a turnkey or non-turnkey basis including infrastructure development in all its branches and to undertake, promote, develop, construct, operate, maintain, manage, and invest in projects relating to roads, highways, expressways, bridges, flyovers, railways, airports, seaports, industrial parks, smart cities, water supply and sanitation systems, solid waste management, metro and mass transit systems, housing and urban development, power and energy infrastructure, logistics parks, and all other forms in India and abroad.

6. To carry on the business of providing data center centric mission-critical infrastructure management solutions, network connectivity and IT services, colocation, hosting services, cloud computing infrastructure, regular backup, server load balancing, remote backup,

For NEUEON CORPORATION LIMITED

Company Secretary

managed IT Services like messaging, shared hosting, network and security, storage, virtualization, managed voice services, telecom services, technology integration services and application Integration services, public, private and hybrid cloud platforms and information as a service, platform as a service and disaster recovery as a service, to carry on the business of design, implementation and maintenance to deliver end- to-end managed IT services across data centers, network and security, service desks, command centers, hosted contact centers and to conduct, sponsor or otherwise participate in training programmes, courses, seminar conferences in respect of any of the objects of the Company and for spreading or imparting the knowledge and use of data centers and IT services including the publication of books, journals, bulletins, study / course materials, circulars and news-letters; and to undertake the business as partners, agents, distributors, franchise holders or otherwise for trading or dealing in data centers, IT product & service packages.

7. To carry on the business of interior design and decoration, including but not limited to the planning, design, execution, and furnishing of interior spaces in residential, commercial, retail, hospitality, and institutional properties; to provide consultancy and project management services related to interior architecture, space planning, and aesthetic enhancement; to import, export, manufacture, trade in or otherwise deal in furniture, fixtures, fittings, decorative items, materials, textiles, and related accessories; and to undertake all such activities and services ancillary or incidental to the foregoing.

8. To carry on the business of advertising and media services, including but not limited to designing, developing, managing, and operating advertising campaigns and platforms on buses, metro rail systems, transit shelters, public transport infrastructure, billboards, hoardings, digital signage, LED screens, and other outdoor and indoor media spaces, and to provide complete advertising and branding solutions to clients across various sectors.

9. To carry on the business of developing, designing, operating, maintaining, marketing, and providing products, solutions, platforms, and services based on blockchain technology, including but not limited to distributed ledger technologies (DLT), smart contracts, digital asset infrastructure, decentralized applications (dApps), tokenization platforms, and enterprise blockchain systems across various sectors such as finance, supply chain, healthcare, logistics, identity management, governance, and cybersecurity.

10. To develop, promote, operate, and invest in the Advanced Air Mobility (AAM) ecosystem, including but not limited to the design, manufacture, operation, and integration of electric Vertical Take-Off, Landing (eVTOL) aircraft and associated technologies including conceptualize, design, develop, and operate next-generation aviation technologies and services aimed at transforming the future of mass transportation, with a focus on enhancing speed, reliability, and sustainability in passenger and cargo transit.

For NEUEON CORPORATION LIMITED

Company Secretary

(B) **MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJCETS SPECIFIED IN CALUSE III(A):**

1. To acquire the whole or any part of the undertaking and assets of any business within the objects of the company and any lands, privileges, rights, contracts, property or effects held or used in connection therewith and upon any such purchase to undertake the liabilities of any company, association, partnership or person.

2. To amalgamate, enter into partnership, or into any agreement for sharing profits, union of interests, co- operation, joint adventures or reciprocal concessions or for limiting competition with any person or company carrying on or engaged in or which can be carried on in conjunction therewith or which is capable of being conducted so as to directly or indirectly benefit the company.

3. To apply for purchase, otherwise acquire and protect and renew in any part of the world, any patent rights, brevets d' invention, licenses, concessions and the like conferring any exclusive or nonexclusive or limited right to their use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise develop or grant licences in respect of or otherwise turn to account the property rights or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.

4. To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the company and to place or guarantee the placing of, underwrite, subscribe for otherwise acquire all or any part of the shares, debentures or other securities of any such other company.

5. Generally to purchase, take on lease or exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the company may think necessary or convenient for the purpose of its business which may enhance the value of any other property of the company and in particular any land, building, easements, machinery, plants, vehicles and stock in trade.

6. To invent and deal with the monies of the company not immediately required in any manner and in particular to accumulate funds or to acquire or take by subscription, purchase or otherwise howsoever or to hold shares or stock in or the securities of any company, association or undertaken in India or abroad.

7. To lend and advance money, or give credit to such persons or companies and on such terms as may seem expedient and in particular to customers, dealers, agents and others having dealing with the company and to guarantee the performance of any contract or obligation and the

For NEUEON CORPORATION LIMITED

Company Secretary

payment of or by any such persons or companies and generally to give guarantees and indemnities.

8. To receive money or deposit or land and borrow or raise money in such manner as the company shall think fit, and in particular by issue of debentures or debenture stock (perpetual or otherwise) and to secure the payment of any money borrowed, raise or owing by mortgage, charge or lien, upon all or any of the property or assets of the company (both present and future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company as the case may be, provided that the company shall not carry on the business of banking within the meaning of the Banking Regulations Act, 1949.

9. To pay for any business property or rights acquired or agreed to be acquired by the company and generally to specify obligation of the company by the issue or transfer of shares of this or any other company credited as fully or partly paid up or of debentures or other securities of this or other company.

10. To pay for any rights or property acquired by the company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.

11. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of landing, warrants, debentures and other negotiable or transferable instruments.

12. To pay out of funds of the company all expenses, which the company may lawfully pay with respect to the formation and registration of the company or the issue of its capital, including brokerage and commissions for obtaining applications for shares, debentures or other securities of the company.

13. To sell, lease, mortgage, or otherwise of the property or the undertaking of the company or any part thereof for such consideration as the company may deem fit, and in particular, for shares, stock debentures or other securities of any other company whether or not having objects altogether or in part similar to those of the company.

14. In the event of winding up to distribute among the members in specie any property of the company or any proceeds of the sale or disposal of any property of the company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

15. To improve, manage, develop, grant licences rights or privileges in respect of or otherwise deal with all or any part of the property and rights of the company.

16. To establish and maintain or procure the establishment and maintenance of any contributory

For NEUEON CORPORATION LIMITED

Company Secretary

or non- contributory pensions or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the company or is allied to or associated with the company or with any subsidiary company, or who are or were at any time Directors or Officers of the Company or of any such other company as aforesaid and the wives, widows, families and dependants of any such persons and also establish subsidies and subscribe to any institutions, including in particular any cafeterias or clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the company or of any such other company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

17. To subscribe or contribute or otherwise assist or to grant money to charitable, benevolent, religious, scientific, national, public or any other useful institutions, objects or of purposes or for any exhibition.

18. To procure the company to be registered or recognised in any part of the world outside India.

19. To create any depreciation fund, reserve fund, sinking fund or any other special fund, whether for depreciation or for preparing, improving, extending or maintaining any of the properties of the company or for any other purpose conducive to the interests of the company.

20. To place, to reserve or to distribute as dividend or bonus among the members or otherwise to apply as the company may from time to time think fit, any moneys received by way of premium on shares or debentures issue at a premium by the company and any moneys received in respect of dividends accrued or forfeited shares or from unclaimed dividends.

21. To establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshops for medical, scientific and technical research and experiments and tests of all kinds, to promote studies and researches both market, scientific and technical investigations and inventions by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the remuneration of scientific or technical professors or teachers and by providing or contributing to the award of scholarships, prizes, grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business or profession which the company is authorised to carry on.

22. To take part in the management, supervision or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any Directors, Accountants or other experts or agents.

23. To undertake and execute any trusts, the undertaking whereof may seem desirable and whether

For NEUEON CORPORATION LIMITED

Company Secretary

gratiously or otherwise

24. Subject to the provisions of the Companies Act, 2013 or any other enactment in force, to indemnify and keep indemnified members, officers, directors, agents and servants of the company against proceedings, costs, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interests of the company and for any loss, damage or misfortune whatever and which shall happen in execution of the duties o their office or in relation thereto.

25. To apply for, promote and obtain Act of Parliament, charter, privilege, concession, licence or authorisation of any Government, State or Municipality provisional order or licence of any authority for enabling the company to carry on any of its objects into effect to for extending any of the powers of the company or for effecting any modifications of the Constitution of the company or for any other purpose which may seem calculated directly or indirectly to prejudice the interests of the company.

26. To build, construct, alter, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, office, factories, mills, shops, machinery, engines, roads, ways, tramways, railways, branches or shgnings, bridges, reservoirs, watercourses, wharves, electric works and other works and conveniences, which may seem calculated directly or indirectly to advance the interests of the company and to join with any other person or company in doing any of these things.

27. To make loans to other companies either in the same management or not, or to give guarantee or provide security in connection with the loans to be lent by any financial institution, to any other company (ies).

28. To carry on the business of paviors and manufacturers of and dealers in artificial stone, whether for buildings, paying or other purposes and to do business as dealers and manufacturers of all building requisites.

29. To carry on and undertake the business of Export, Import, Trading of products, commodities of all types and merchandise of all kinds and act as liaison agents, export house/sole exports house for various manufacturers, traders and producers in the country or abroad and to act as trade representatives, sole distributors and marketing agents for Foreign Companies/Agencies in respect for Export/Import business and act as consultants, advisors, retainers or agents for all those engaged in Export/Import of various commodities including advertisement in trade journals abroad, organising and holding/in participating in trade fairs in India and abroad and to participate directly or indirectly, financially or otherwise in all the above activities.

30. To carry on the business of the healthcare, agriculturists, planters, cultivators, farmers, and to plant, cultivate and purchase all kinds of food grains and food stuffs, oil seeds, vegetables, fruits, grass, timber, bamboo, straw, cotton, jute, rubber, sugarcane, tea, flowers, coffee, coconuts, cashew nuts, tobacco and other articles, that are the produce of land or soil and also products resulting out of processing of the above produce of land or soil and to sell,

For NEUEON CORPORATION LIMITED

Company Secretary

purchase, in India and/or abroad and deal in the same as principals or agents and to carry on business as dealers in and producers of Dairy farms and garden produce of all kinds, and in particular, milk, cream, butter, ghee, cheese, poultry and eggs, fruits and vegetables and also to carry on the business of seri culturists, horticulturists and aqua culturists.

31. To carry on in India or elsewhere the business to manufacture, produce, design, develop, modify, build, encourage, refine, repair, process, prepare, fabricate, alter, dismantle, provide, exchange, remove, set, convert, finish, polish, cut, fit, trim, contract, sub-contract, supply, turn to account, let on hire, buy, sell, import, export, wholesale, retail and to act as agent, broker, adatia, jobworker, consignor, contractor, vender, collaborator, stockist, distributor or otherwise to deal in all shapes, sizes, varieties, designs, applications, combinations & uses of apparel, ornaments, gems, jewelleries, goods, watches, clocks, cutleries, fabrics, utensils, antiques, articles and things, their parts, accessories, fittings, components, ingredients and materials thereof made partly or wholly of gold, silver, platinum or other precious metals and alloys thereof together with precious, semi-precious, imitation, synthetic, natural or other varieties of stones and materials whatsoever and to buy and sell the primary gold, silver platinum and other precious metals, diamonds and such precious stones and to do all incidental acts and things necessary for the attainment of above objects.

32. To design, engineer, procure, construct, install, erect, commission, operate, and maintain industrial and infrastructure projects including but not limited to power plants, substations, pipelines, refineries, factories, ports, and transportation systems.

33. To act as general contractors, subcontractors, project managers, and consultants in connection with any EPC-related project.

34. To enter into joint ventures, technical collaborations, or strategic alliances with domestic or international firms for the execution of EPC contracts.

35. To enter into public-private partnerships (PPP), build-operate-transfer (BOT), design-build-finance-operate-transfer (DBFOT), or other concession-based models with government or private entities.

36. To apply for and obtain approvals, licenses, permits, and clearances necessary for undertaking infrastructure projects.

37. To undertake feasibility studies, surveys, research, and engineering design for infrastructure projects.

38. To acquire, lease, license, or otherwise obtain rights, franchises, or permissions from government bodies, municipal corporations, public transport authorities, or private parties for displaying advertisements on vehicles, transit systems, stations, terminals, and related infrastructure.

39. To conceptualize, design, produce, install, and maintain advertising material including printed media, digital screens, audio-visual content, LED displays, transit wraps, posters, and interactive media.

For NEUEON CORPORATION LIMITED

Company Secretary

40. To provide marketing, branding, event management, and media planning services, including online, offline, and hybrid campaigns.

41. Investing, setting up, acquiring, holding and managing securities in the subsidiaries for the purposes of undertaking business as specified above.

42. Strategic review and control of the subsidiaries of the Company and providing operational and managerial support to its subsidiaries including providing necessary services as may be required by subsidiaries from time to time, for development and operation of one or more data center facilities.

43. To act as agents, consultants, or contractors for clients in connection with media buying, media planning, outdoor advertising, and public relations.

44. To enter into partnerships, joint ventures, franchises, or collaborations with other companies, agencies, or public bodies for expanding advertising operations or acquiring media rights.

45. To engage in research, data analytics, audience measurement, and technology integration for improving advertising reach and effectiveness.

46. To engage in partnerships, joint ventures, or collaborations with domestic and international companies, research institutions, and government bodies for the development and expansion of the AAM and eVTOL ecosystem.

IV. 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.

V. *The Authorised Share Capital of the Company is Rs.100,00,00,000/- (Rupees One Hundred Crores only) divided into 79,00,00,000 (Seventy-Nine Cores) Equity Shares of Re.1/- (Rupee One only) each and 21,00,000 (Twenty-One Lakhs) Preference Shares of Rs.100/- (Rupees One Hundred only) each with power for the Company to consolidate, convert, sub-divide, reduce or increase the capital and to issue any new shares with any preferential or special rights and conditions attached thereto subject to the provisions of the Companies Act, 2013.

*Altered vide Order of Hon'ble National Company Law Tribunal (NCLT) dated 23rd Oct 2024 in IA (IBC) (Plan) 17/2024 in CP(IB) No.679/7/HDB/2018 and duly noted by Board of Directors in Board meeting dated 09th Dec 2024.

For NEUEON CORPORATION LIMITED

Company Secretary

VI. We, the several persons, whose names and addresses are subscribed hereunder, are desirious of being formed into a Company in pursuant of this Memorandum of Association and we respectively agree to take the number of shares in the capital fo the Company set opposite to our respective names :

Sl. No.	Name, Address, Description, Occupation and Signature of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature, Name Address Description and Occupation of the Witness
1.	**Y.S. Chowdary** S/o. Y. Janardhan Rao Plot No.29, Road No.2, Sagar Co-op. Housing Society, Banjara Hills, Hyderabad – 500 034. Occ. : Business D.O.B : 02.06.1961 Sd/-	8000 (Eight Thousand only)	**Y. Ravi Prasada Reddy** Company Secretary ACS 14580, C.P.No.5360 12-6-2/236, Viveknagar, Kukatpally Hyderabad – 500 072.
2.	**G. Srinivasa Raju** S/o. G. Krishnam Raju Flat No.405, White House, Road No.13, Banjara Hills, Hyderabad- 500033. Occ. : Business D.O.B: 20.10.1963 Sd/-	7000 (Seven Thousand only)	
3.	**S. Hanumantha Rao** S/o. Ramachandra Rao 8-3-720/8, Salivahana Nagar, Srinagar Colony, Hyderabad – 500 073. Occ.: Business D.O.B : 18-07-1951	7000 (Seven Thousand only)	
4.	**R.K. Birla** S/o. Late B.N. Birla 120, Gunrock Enclave Secunderabad – 500 020. Occ. : Business D.O.B : 20.01.1952 Sd/-	7000 (Seven Thousand only)	

For NEUEON CORPORATION LIMITED

Company Secretary

5.	**Y. Sivalinga Prasad** S/o. Y. Janardan Rao Plot No.160, Road No.10C, New MLA/MP's Colony, Gayathri Hills, Jubilee Hills, Hyderabad – 500 033. Occ. : Business D.O.B : 26.10.1957 Sd/-	7000 (Seven Thousand only)	

Sl. No.	Name, Address, Description, Occupation and Signature of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature, Name Address Description and Occupation of the Witness
6.	**Y. Padmaja** W/o. Y.S. chowdary Plot No.29, Road No.2, Sagar Co-op. Housing Society, Banjara Hills, Hyderabad – 500 034. Occ.: House Wife D.O.B : 03.12.1966	7000 (Seven Thousand only)	**Y. Ravi Prasada Reddy** Company Secretary ACS 14580, C.P.No.5360 12-6-2/236, Viveknagar, Kukatpally Hyderabad – 500 072.
7.	**G. Vani Padmavathi Devi** W/o. G. Srinvasa Raju Flat No.405, White House, Road No.13, Banjara Hills, Hyderabad- 500033. Occ. : House Wife D.O.B : 24.04.1965 Sd/-	7000 (Seven Thousand only)	
	Total No. of Equity Shares taken	**50000** **(Fifty Thousand only)**	

Place : Hyderabad
Date : 05.04.2006

For NEUEON CORPORATION LIMITED

Company Secretary

THE COMPANIES ACT, 2013

(COMPANY LIMITED BY SHARES)

(Incorporated under the Companies Act, 1956)

*ARTICLES OF ASSOCIATION

OF

**NEUEON CORPORATION LIMITED

The regulations contained in Table F in Schedule I to the Companies Act, 2013, as amended from time to time, shall apply to Neueon Corporation Limited and constitute its regulations as far as they are applicable to public companies except in so far as they are inconsistent or specifically excluded hereunder or modified or altered by these Articles of Association or otherwise expressly incorporated hereinafter.

The regulations for the management of Neueon Corporation Limited and for the observance of the shareholders thereof and their representatives shall be such as are contained in these Articles of Association subject, however, to the exercise of the statutory powers of the Company in respect of repeal, additions, alterations, substitution, modifications and variations thereto by special resolution as prescribed by the Companies Act, 2013.

DEFINITIONS

Unless the context or the definitions herein contained otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Companies Act, 2013 or any statutory modification thereof for the time being in force on the date at which these Articles become binding on the Company.

- **ACT** means the:
  - (i) Companies Act, 2013 to the extent notified as having become effective and any amendment thereto; and
  - (ii) Companies Act, 1956 to the extent not repealed, wherever applicable, the rules framed thereunder and any subsequent amendment or re-enactment thereof for the time being in force;

- **ANNUAL GENERAL MEETING** means a General Meeting of the Shareholders of the Company held in accordance with the provisions of section 96 of the Act and any adjourned meeting thereof;

- **ARTICLES** means the articles of association of the Company including any alteration thereof in accordance with the provisions of the Act;

** Amended vide special resolution in the 18th AGM of the Company held on 19th August 2025.*

*** Changed vide special resolution in the 18th AGM of the Company held on 19th August 2025.*

For NEUEON CORPORATION LIMITED

Company Secretary

- **AUTHORIZED SHARE CAPITAL** or **AUTHORIZED CAPITAL** has the meaning given to it under section 2(8) of the Act;

- **BOARD OF DIRECTORS** or **BOARD** means the board of directors of the Company, as constituted from time to time, in accordance with applicable Law and the provisions of these Articles, and shall include a duly constituted committee thereof;

- **BOARD MEETING** means any meeting of the Board, as convened from time to time and any adjournment thereof, in accordance with applicable Laws and the provisions of these Articles;

- **CALENDAR YEAR** means calendar year as per Gregorian calendar, i.e., a period of one year which begins on 1st January and ends on 31st December;

- **CHAIRPERSON** means the chairperson/chairman of the Company/ Board of Directors;

- **COMPANY** means Neueon Corporation Limited;

- **DIRECTOR** means a director on the Board of the Company, appointed in terms of these Articles;

- **FINANCIAL YEAR** means a period of one year which begins on 1stApril and ends on 31st March;

- **GENERAL MEETING** means a meeting of the Shareholders of the Company and any adjournment thereof, in accordance with the applicable Laws and the provisions of these Articles;

- **INDEPENDENT DIRECTOR** means an independent Director as defined in the Act and the Listing Regulations;

- **IN WRITING** or **WRITTEN** includes handwriting, typewriting, printing, lithography, fax, downloading through computers, broadcast through the trading system, e-mail and/or other modes of representing or reproducing words in visible form;

- **KEY MANAGERIAL PERSONNEL** means key managerial personnel as defined under section 2(51) of the Act;

- **LAW** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, statutory authority, tribunal, board, court or recognized stock exchange and, if applicable, international treaties, having jurisdiction over the matter in question and having the force of law;

- **LISTING REGULATIONS** means the SEBI (Listing Obligations and Disclosures Requirements) Regulations 2015,as amended from time to time;

- **MEMORANDUM** means the Memorandum of Association of the Company, as amended from time to time;

- **MONTH** means a calendar month;

- **OFFICE** means the Registered Office for the time being of the Company;

- **ORDINARY RESOLUTION** and **SPECIAL RESOLUTION** have the meaning assigned to them under section 114 of the Act;

- **PAID-UP CAPITAL** has the meaning given to it under section 2(64) of the Act;

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- **PERSON** includes any corporation or Company, natural person, firm, Company, body corporate, joint hindu family, a cooperative society, any Government or Non-Government entity, joint venture, partnership, any other association of persons or other entity (whether or not having separate legal personality);

- **REGISTER OF MEMBERS** means the register of members to be kept pursuant to section 88 of the Act;

- **SECURITY(IES)** means equity shares, preference shares, debentures (including compulsorily convertible debentures), any other equity security in the share capital of the Company or any note or debt security having or containing equity or profit participation features, or any option, warrant or other security or right which is directly or indirectly convertible into or exercisable or exchangeable for equity shares or any other equity securities of the Company;

- **SHARE** means a share in the Share Capital of the Company and includes stock except where a distinction between stock and Share is expressed or implied;

- **SHAREHOLDERS** means the duly registered holder from time to time of any Security of the Company;

- **SHARE CAPITAL** means the Authorized Share Capital or the Subscribed Capital, as the case may be; and

- **SUBSCRIBED CAPITAL** means such part of the Share Capital which is for the time being subscribed by the Shareholders of the Company.

INTERPRETATION

(i) Words of any gender include each other gender.

(ii) Words using the singular or plural number also include the plural or singular number respectively.

(iii) The terms "hereof," "herein," "hereby" and derivative or similar words refer to these entire Articles and not to any particular clause, article or section of these Articles.

(iv) Any reference to a number of days, shall imply a reference to calendar days unless otherwise specified.

(v) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under the generally accepted accounting principles in India.

(vi) Headings and captions are used for convenience only and shall not affect the interpretation of these Articles.

(vii) Any reference to any statute or statutory provision shall include.
   (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
   (b) such statute or provision as may be amended, modified, re-enacted or consolidated.

(viii) The words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible.

(ix) Reference to any party shall include the respective legal heirs, successors or permitted assigns of such party, unless otherwise repugnant to the context.

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(x) Any reference to any party being obliged to "procure" or "cause" any action shall be construed as a reference to that party being obliged to exercise all rights and powers available to it so as to procure or cause the relevant action.

(xi) The word "including" herein shall always mean "including, without limitation".

(xii) Any consent or approval required to be obtained by a party shall be the sole responsibility of such party (and not the other parties).

(xiii) Time is of the essence in the performance of the parties' respective obligations.

(xiv) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the rules, as the case may be.

PUBLIC COMPANY

1. The Company is a public Company as defined under section 2(71) of the Act and accordingly:
   (i) is not a Private Company;
   (ii) has a minimum paid-up share capital as per Law; and
   (iii) has a minimum of seven shareholders. Also, where two or more persons hold one or more shares in the Company jointly, they shall, for purposes of this provision, be treated as a single Shareholder.

SHARE CAPITAL AND VARIATION OF RIGHTS

2. (i) The Authorized Share Capital of the Company shall be such amount and be divided into such Shares as may, from time to time, be provided under clause no. V of the Memorandum of the Company which is capable of being increased or decreased in accordance with these Articles and the provisions of the Act and the regulations thereunder, for the time being in force in that behalf, with the power to divide the Share Capital whether original or increased or decreased into several classes and attach thereto respectively such ordinary, preferential or decreased special rights and conditions in such manner as may for the time being be provided by the Articles of the Company and allowed by the Act.

   (ii) The Share Capital of the Company may comprise of the following classes:
   (A) Equity Share Capital:
   (a) with voting rights; or
   (b) with differential rights as to dividend, voting or otherwise in accordance with prescribed rules;
   (B) Preference Share Capital; and / or
   (C) Any other kind of capital, whether equity, preference or otherwise, and whether with differential rights as to dividend, voting or otherwise.

3. (i) Every Person whose name is entered as a member in the Register of Members shall be entitled to receive, within two months after incorporation, in case of subscribers to the Memorandum, or after allotment or within one Month after the application for the registration of transfer or transmission, or within such other period as the conditions of issue shall provide:
   (A) one certificate for all his Shares without payment of any charges; or
   (B) several certificates, each for one or more of his Shares, upon payment of twenty rupees for each certificate after the first.

   (ii) Every certificate shall specify the Shares to which it relates and the amount paid-up thereon and shall be signed by two Directors or by a Director and the Company secretary, wherever

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the Company has appointed a Company secretary. The Company seal shall be affixed in the presence of the persons required to sign the certificate.

(iii) In respect of any Share or Shares held jointly by several Persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders.

4. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of the foregoing Articles shall mutatis mutandis apply to debentures of the Company.

5. Notwithstanding anything to the contrary contained herein, the Company shall be entitled to dematerialize (as also rematerialize) its Securities pursuant to the Depositories Act, 1996 and to offer its Securities for subscription in a dematerialized form. Further, in the case of transfer of Shares or other marketable Securities where the Company has not issued any certificates and where such Shares or Securities are being held in an electric and fungible form, the provisions of the Depositories Act, 1996 shall apply.

6. Subject to provisions of the Depositories Act, 1996 and section 88 of the Act, the Company shall cause to be kept a register and index of members in accordance with the provisions of the Act. Subject to section 10 of the Depositories Act, 1996 every Person holding equity Share Capital of the Company and whose name is entered as beneficial owner in the records of the depository shall be deemed to be a member of the Company.

7. Except as required by Law, no Person shall be recognized by the Company as holding any Share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any Share, or any interest in any fractional part of a Share, or (except only as by these regulations or by Law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

8. A Person subscribing to Shares offered by the Company shall have the option either to receive certificates for such Shares or hold the Shares in a dematerialized state with a depository. Where a Person opts to hold any Share with the depository, the Company shall intimate such depository the details of allotment of the Share to enable the depository to enter in its records the name of such Person as the beneficial owner of that Share.

9. (i) The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 of the Act, provided that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40 of the Act.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

10. (i) If at any time the Share Capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, subject to the provisions of section 48 of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Shares of that class, or with the sanction of a Special Resolution passed at a separate

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meeting of the holders of the Shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to General Meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two Persons holding at least one-third of the issued Shares of the class in question.

11. 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.

12. Subject to the provisions of section 55 of the Act, any preference Shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the Shares may, by Special Resolution, determine.

13. Except in so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new Shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise in respects as if it had been the original capital.

SHARES AT THE DISPOSAL OF THE DIRECTORS

14. Subject to the provisions of section 62 of the Act and other applicable provisions of the Act, and these Articles, the Shares in the capital of the Company for the time being shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to Persons in such proportion and on such terms and conditions and either at a premium or at par or at a discount (subject to compliance with the provisions of section 53 of the Act) and at such time as they may, from time to time, think fit and with the sanction of the Company in the General Meeting, give to any Person or Persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Board thinks fit, and may issue and allot the Shares in the capital of the Company on payment of full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business. Any Shares which may so be allotted may be issued as fully paid-up Shares and if so issued, shall be deemed to be fully paid-up Shares.

SHARE WARRANTS

15. The Company may issue share warrants subject to, and in accordance with, the provisions, if any, of the Act, and accordingly the Board may in its discretion, with respect to any Share which is fully paid up, on application in writing signed by the Persons registered as holder of the Share, and authenticated by such evidence (if any) as the Board may, from time to time, require as to the identity of the Person signing the application, and on receiving the certificate (if any) of the Share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.

LIEN

16. (i) The Company shall have a first and paramount lien:

(A) on every Share (not being a fully paid Share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that Share; and

(B) on all Shares (not being fully paid Shares) standing registered in the name of a single Person, for all monies presently payable by him or his estate to the Company: Provided that the Board of Directors may at any time declare any Share to be wholly

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or in part exempt from the provisions of this clause.

(ii) The Company's lien, if any, on a Share shall extend to all dividends payable and bonuses declared from time to time in respect of such Shares.

17. The Company may sell, in such manner as the Board thinks fit, any Shares on which the Company has a lien: Provided that no sale shall be made:
   (A) unless a sum in respect of which the lien exists is presently payable; or
   (B) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share or the Person entitled thereto by reason of his death or insolvency.

18. (i) To give effect to any such sale, the Board may authorize some person to transfer the Shares sold to the purchaser thereof.
   (ii) The purchaser shall be registered as the holder of the Shares comprised in any such transfer.
   (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

19. (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of theamount in respect of which the lien exists as is presently payable.
   (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the Shares before the sale, be paid to the Person entitled to the Shares on the date of the sale.

20. In exercising its lien, the Company shall be entitled to treat the registered holder of any Share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such Share on the part of any other Person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

21. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other Securities of the Company.

CALLS ON SHARES

22. (i) * The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:
   Provided that the Board may make one, two, or multiple calls, and that no such call shall be payable less than 15 days from the date fixed for payment of the last preceding call.
   (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his Shares.
   (iii) A call may be revoked or postponed at the discretion of the Board.

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

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

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* *Amended vide special resolution through postal ballot held on October 29, 2026*

For NEUEON CORPORATION LIMITED

Company Secretary

25. (i) If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten percent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

26. (i) Any sum which by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

27. The Board:

(A) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any Shares held by him; and

(B) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in General Meeting shall otherwise direct, twelve percent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Nothing contained in this clause shall confer on the member:

(A) any right to participate in profits or dividends; or

(B) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.

28. All calls shall be made on uniform basis on all shares falling under the same class.

29. Neither a judgment nor a decree in favor of the Company for calls or other monies due in respect of any Shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any Shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such Shares as herein provided.

30. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other Securities of the Company.

TRANSFER OF SHARES

31. (i) The instrument of transfer of any Share in the Company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered in the Register of Members in respect thereof.

32. The Board may, subject to the right of appeal conferred by section 58 of the Act, decline to register:

(A) the transfer of a Share, not being a fully paid share, to a Person of whom they do not approve; or

(B) any transfer of Shares on which the Company has a lien.

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

(A) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56 of the Act;

(B) the instrument of transfer is accompanied by the certificate of the Shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

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(C) the instrument of transfer is in respect of only one class of Shares.

34. On giving not less than seven days' previous notice in accordance with section 91 of the Act and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:
Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

35. The Board shall have power on giving not less than 7 days previous notice by advertisement in a newspaper circulating in the city, town or village in which the Office of the Company is situated to close the transfer books, the Register of Members and / or register of debenture-holders at such time or times and for such period or periods, not exceeding 30 days at a time and not exceeding in the aggregate 45 days in each year.

36. The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other Securities of the Company.

TRANSMISSION OF SHARES

37. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the Shares.
(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any Share which had been jointly held by him with other Persons.

38. (i) Any Person becoming entitled to a Share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either:
(A) to be registered himself as holder of the Share; or
(B) to make such transfer of the Share as the deceased or insolvent member could have made.
(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the Share before his death or insolvency.
(iii) The Company shall be fully indemnified by such Person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

39. (i) If the Person so becoming entitled shall elect to be registered as holder of the Share himself, he shall deliver or send to the Company a notice In writing signed by him stating that he so elects.
(ii) If the Person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of Shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

40. 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

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requirements of the notice have been complied with.

41. The provisions of these Articles relating to transmission by operation of Law shall mutatis mutandis apply to any other Securities of the Company.

FORFEITURE OF SHARES

42. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with anyinterest which may have accrued.

43. The notice aforesaid shall:
   (A) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
   (B) state that, in the event of non-payment on or before the day so named, the Shares in respect of which the call was made shall be liable to be forfeited.

44. 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.

45. (i) A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
   (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

46. (i) A Person whose Shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the Shares.
   (ii) The liability of such Person shall cease if and when the Company shall have received payment in full of all such monies in respect of the Shares.

47. (i) A duly verified declaration in writing that the declarant is a Director, the manager or the secretary, of the Company, and that a Share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all Persons claiming to be entitled to the Share.
   (ii) The Company may receive the consideration, if any, given for the Share on any sale or disposal thereof and may execute a transfer of the Share in favor of the Person to whom the Share is sold or disposed of.
   (iii) The transferee shall thereupon be registered as the holder of the Share.
   (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

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

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ALTERATION OF CAPITAL

49. 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.

50. Subject to the provisions of section 61 of the Act, the Company may, by Ordinary Resolution:

(A) consolidate and divide all or any of its Share Capital into Shares of larger amount than its existing Shares;

(B) convert all or any of its fully paid-up Shares into stock, and reconvert that stock into fully paid-up Shares of any denomination;

(C) sub-divide its existing Shares or any of them into Shares of smaller amount than is fixed by the Memorandum; and / or

(D) 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.

51. Where Shares are converted into stock:

(A) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the Shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the Shares from which the stock arose.

(B) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the Shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in Shares, have conferred that privilege or advantage.

(C) such of the regulations of the Company as are applicable to paid-up Shares shall apply to stock.

52. The Company may, by Special Resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by Law:

(A) its Share Capital;

(B) any capital redemption reserve account;

(C) any share premium account; and / or

(D) any other reserve in the nature of Share Capital.

ISSUE OF DEBENTURE

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

CAPITALISATION OF PROFITS

54. (i) The Company in a General Meeting may, upon the recommendation of the Board, resolve:

(A) that it is desirable to capitalize any part of the amount for the time being standing to the creditof any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(B) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividendand in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards:

(A) paying up any amounts for the time being unpaid on any Shares held by such membersrespectively;

(B) paying up in full, unissued Shares of the Company to be allotted and distributed, credited asfully paid-up, to and amongst such members in the proportions aforesaid; and

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

(iii) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

(iv) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

55. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall:

(A) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid Shares, if any; and

(B) generally, do all acts and things required to give effect thereto.

(ii) The Board shall have power to:

(A) 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 infractions; and

(B) authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further Shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing Shares;

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

BUY-BACK OF SHARES

56. Notwithstanding anything contained in these Articles but subject to the provisions of sections 68 to 70 of the Act 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

57. All general meetings other than Annual General Meetings shall be called extraordinary general meetings.

58. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

59. When the Company proposes to undertake any action that statutorily requires the approval of the Shareholders of the Company, the Company shall call for a General Meeting of the Shareholders

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by serving at least 21 days written notice in this regard to all Shareholders, with an explanatory statement containing all relevant information relating to the agenda for the general meeting, provided always that a Shareholders meeting may be convened by a shorter notice of less than 21 days with the Written consent of all of the Shareholders. The written notice shall specify and provide all the details of the actions proposed to be undertaken as would reasonably enable the Shareholders to arrive at a decision with respect to such matter. Unless waived in writing by all the Shareholders, any item not specifically included in the agenda of a Shareholders' meeting shall not be considered or voted upon at that meeting of the Shareholders (including at any adjournments thereof).

60. The Shareholders shall exercise their voting rights at any meeting of the Shareholders of the Company determined on the basis of the equity shares actually held.

61. It is clarified that the Shareholders shall be entitled to participate in a Shareholders' meeting through electronic mode (including video conferencing) in such manner as may be permitted under the Act and the rules framed thereunder.

PROCEEDINGS AT GENERAL MEETINGS

62. (i) No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the General Meetings shall be as provided in section 103 of the Act.

63. The Chairperson, if any,of the Board shall preside as Chairperson at every General Meeting of the Company.

64. 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.

65. 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.

66. (i) The Company shall cause minutes of the proceedings of every General Meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

(ii) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting:

(A) is or could reasonably be regarded, as defamatory of any Person; or

(B) is irrelevant or immaterial to the proceedings; or

(C) is detrimental to the interests of the Company.

(iii) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.

(iv) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

67. (i) The books containing the minutes of the proceedings of any General Meeting of the Company or a resolution passed by postal ballot shall:

(A) be kept at the Office of the Company; and

(B) be open to inspection by any member without charge, during 11.00 a.m. to 1.00 p.m.

on all working days other than Saturdays.

(ii) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixedby the Board, with a copy of any minutes referred to in clause (i) above: Provided that a member who has made a request for provision of a soft copy of the minutes of any previous General Meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

(iii) The Board, and also any Person(s) authorised by it, may take any action before the commencement of any General Meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

ADJOURNMENT OF MEETING

68. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so, directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

69. Subject to any rights or restrictions for the time being attached to any class or classes of Shares:

(A) on a show of hands, every member present in person shall have one vote; and

(B) on a poll, the voting rights of members shall be in proportion to his Share in the paid-up equity Share Capital of the Company.

70. A member may exercise his vote at a meeting by electronic means in accordance with section 108 of the Act and shall vote only once.

71. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.

72. 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.

73. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

74. 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.

75. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not

disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

PROXY

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

77. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105 of the Act.

78. 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 theproxy was executed, or the transfer of the shares in respect of which the proxy is given:

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

BOARD OF DIRECTORS

79. Unless otherwise decided in a General Meeting of the Company, and subject to section 149 of the Act, the number of the Directors shall not be less than three or more than fifteen which can be increased as per the provisions of the Act. The Company shall comply with the provisions of section 149 of the Act, Companies (Appointment and Qualification of Directors) Rules, 2014 and the provisions of the Listing Regulations. The Board shall have at least one-woman Director, as may be prescribed by Law from time to time.

80. The first Directors of the Company shall be:

Shri Y.S. Chowdary
Shri G. Srinivasa Raju
Shri S. Hanumantha Rao
Shri R.K. Birla

81. (i) The remuneration of the Directors shall, in so far as it consists of a Monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them:

(A) in attending and returning from meetings of the Board of Directors or any committee thereof or General Meetings of the Company; and / or

(B) in connection with the business of the Company.

(iii) Every Director other than MD / WTD shall be paid a sitting fee not exceeding the limits prescribed in the Companies Act, 2013 or any amendment thereof for each meeting of the Board or of anycommittee thereof attended by him. However, no sitting fee shall be payable in case of voluntarily forgone by the director(s).

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

83. The Company may exercise the powers conferred on it by section 88 of the Act 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.

84. 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.

85. 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.

86. (i) Subject to the provisions of section 149 of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

(ii) Such person shall hold office only up to the date of the next Annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

87. If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board at a meeting of the Board.

88. The Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated.

89. A Director shall not be required to hold any qualification shares of the Company.

90. The Board shall have the power to determine the Directors whose period of office is or is not liable to determination by retirement of Directors by rotation.

(i) At the Annual General Meeting of the Company to be held in every year, one third of such of the Directors as are liable to retire by rotation for time being, or, if their number is not three or a multiple of three then the number nearest to one third shall retire from office, and they will be eligible for re- election.

Provided nevertheless that the Managing Director or Director appointed under articles 91 and 105 or an Additional Director shall not retire by rotation under this article nor shall they be included in calculating the total number of Directors of whom one third shall retire from office under this article

(ii) Which Directors to retire:

(A) The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between persons who become Directors on the same day those to retire shall, in default to for subject to any agreement among themselves, be determined by lot.

(B) Save as permitted by section 162 of the Act, every resolution of a General Meeting for the appointment of a Director shall relate to one name individually.

91. In the event of the Company borrowing any money from any financial corporation or institution or government or any government body or a collaborator, bank, Person or Persons or from any other source, while any money remains due to them or any of them the lender concerned may have and may exercise the right and power to appoint from time to time, any person or persons to be a Director or Directors of the Company and the Directors so appointed, shall not be liable, to retire by rotation, subject however, to the limits prescribed by the Act. Any person so appointed may at any time be removed from the office by the appointing authority who may from the time of such removal or in case of death any such appointment or removal shall be in writing, signed by the

appointed and served on the Company. Such Director need not hold any qualification Shares.

PROCEEDINGS OF THE BOARD

92. Subject to provisions of section 173 of the Act, at least four meetings shall be held in each Calendar Year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board. The Directors may meet together for the discharge of the business, adjourn and otherwise regulate their meetings and proceedings, as they think fit.

93. Notice of every meeting of the Board shall be given by hand or by speed post or by registered post or by facsimile or by e-mail or any other electronic means.

94. The quorum of the Board Meeting shall be as provided in the Act.

95. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
(ii) A Director may, and the manager or secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.
(iii) The participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio-visual means or teleconferencing, as may be prescribed by the Act or permitted under Law.

96. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

97. The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

98. (i) The Board may elect a chairperson of its meetings and determine the period for which he is to hold office.
(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their members to be Chairperson of the meeting.

99. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

100. (i) A committee may elect a chairperson of its meetings.
(ii) If no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be chairperson of the meeting.

101. (i) A committee may meet and adjourn as it thinks fit.
(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the chairperson shall have a second or casting vote.

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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.

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.

POWERS OF THE DIRECTORS

102. Without prejudice to the generality of the powers conferred by these Articles and subject to the provisions of the Act and the rules framed thereunder, the Board is empowered to do all such acts, matters and things deemed necessary, proper or expedient for carrying on the business of the Company.

103. The Board may exercise all such powers of the Company and do all such acts and things as are provided, by the Act, or any other Law or by the Memorandum or by the Articles of the Company required to be exercised by the Company in General Meeting, subject to the provisions of the Act, these Articles, to or any other Law and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

104. Without prejudice to the generality of the powers conferred by these Articles, the Board may manage the business of the Company through one or more managing directors / deputy managing director, or chief executive officers in such manner as the Board may from time to time determine. Provided, a Director so appointed as Managing Director or Whole-time Director shall not, while holding the office, be subject to retirement by rotation, but his appointment shall be subject to determination IPSO-FACTO if he ceases from any cause to be a Director of the Company or its General meeting resolves that his tenure of the office of Managing Director/Whole time Director be terminated.

105. Subject to the provisions of these Articles, the Board shall exercise the powers prescribed in section 179 of the Act on behalf of the Company only by resolution passed at a meeting of the Board.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

106. Subject to the provisions of the Act:

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

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

THE SEAL

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

(ii) The seal of the Company shall not be affixed to any instrument except by the authority of a

resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two Directors and of the Company secretary or such other person as the Board may appoint for the purpose; and those two Directors and the company secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

REGISTERS

108. The Company shall keep and maintain at its Office all statutory registers namely, register of charges, Register of Members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions,register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the Office of the Company by the Persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the rules.

DIVIDENDS AND RESERVE

109. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

110. Subject to the provisions of section 123 of the Act, 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.

111. (i) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Board may, from time to time, thinks fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

112. (i) Subject to the rights of persons, if any, entitled to Shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the Shares in the Company, dividends may be declared and paid according to the amounts of the Shares.

(ii) No amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this regulation as paid on the Share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividend is paid butif any Share is issued on terms providing that it shall rank for dividend as from a particular date such Share shall rank for dividend accordingly.

113. 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.

114. (i) Any dividend, interest or other monies payable in cash in respect of Shares may be paid by

cheque, warrant, any electronic mode or sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members, or to such Person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the Person to whom it is sent.

115. 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.

116. 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.

117. No dividend shall bear interest against the Company.

118. Any dividend remaining unpaid or unclaimed after having been declared shall be dealt in accordance with section 123 of the Act, and rules made there under.

119. The waiver in whole or part of any dividend on any Share shall be effective if a document to the effect, signed by the member, is delivered to the Company.

UNPAID OR UNCLAIMED DIVIDEND

120. Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, the Company shall, within seven days from the date of expiry of the said period of 30 days, transfer the total amount of the dividend which remains unpaid or unclaimed to a special account to be opened by the Company in that behalf in any scheduled bank, to be called "Unpaid Dividend Account".

121. Any money transferred to the unpaid dividend account of a Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established under section 125 of the Act. Any person claiming to be entitled to an amount may apply to the authority constituted by the Central Government for the payment of the money claimed.

122. No unclaimed or unpaid dividend shall be forfeited by the Board until the claim becomes barred by Law.

ACCOUNTS

123. The Board of Directors shall cause proper books of account to be maintained in accordance with section 128of the Act.

124. Subject to provisions of the Act, the Board shall, from time to time determine whether and to what extent and at what time and place and under what conditions or regulations account books of the Company or any of them shall be open to the inspection of members not being Directors.

125. The books of account and books and papers of the Company, or any of them, shall be open to the inspectionof Directors in accordance with the applicable provisions of the Act and the rules.

126. Subject to provisions of the Act, no member (not being a Director) or other Person shall have any right of inspecting any account book or document of the Company except as conferred by Law or authorised by the Board of Directors or by the Company in General Meetings.

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AUDIT

127. The first auditors of the Company shall be appointed by the Board within one Month after its incorporation, who shall hold office till the conclusion of first Annual General Meeting.

128. Directors may fill up any casual vacancy in the office of the auditors.

129. The remuneration of the auditors shall be fixed by the audit committee of the Board / Board and will be approved by Shareholders in the Company's Annual General Meeting except that remuneration of the first or any auditors appointed by the Directors may be fixed by the Board.

BORROWING POWER

130. Subject to the provisions of sections 73, 179 and 180 of the Act and other applicable provisions of the Act, the rules framed thereunder and these Articles, the Board shall have the power, from time to time and at their discretion to borrow, raise or secure the payment of any sum of money for the purpose of the Company such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge upon all or any of the properties of the Company, both present and future.

OPERATION OF BANK ACCOUNTS

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

WINDING UP

132. Subject to the provisions of chapter XX of the Act and rules made thereunder:
   (i) If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
   (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
   (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY AND INSURANCE

133. Subject to the provisions of the Act every Director of the Company, officer (whether managing director, manager, company secretary or other officer) or employee or any person employed by the Company as auditor shall be indemnified by the Company against liability in respect of matters which arise from acts or omissions of the relevant person in the ordinary course of discharging his or her authorised duties other than liability which arises as a result of that person's dishonesty, fraud or negligence, and it shall be the duty of the Directors, out of the funds of the Company to pay all costs, losses and expenses (including travelling expenses) which any such Director, officer, other employee, or auditor may incur or become liable to, by reason of any contract entered into or

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act or deed done by him as such Director, officer, other employee or auditor or in any way in the discharge of his duties.

134. Subject as aforesaid every Director, officers, other employee, or auditor of the Company shall be indemnified against any liability incurred by him in defending any proceedings whether civil or criminal, in which judgment is given in his favor or in which he is acquitted or discharged in connection with any application under the Act in which relief is granted to him by the court or the National Company Law Tribunal.

135. The Company may take and maintain any insurance as the Board may think fit on behalf of its present and / or former Directors and Key Managerial Personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

SECRECY

136. Every Director, manager, secretary, trustee for the Company, its members or debenture holders, members of a committee, officer, servant, agent, accountant or persons employed in or about the business, of the Company shall, if so required by the Board, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matter relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Board or by any General Meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.

137. No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company without the permission of the Board, or to require discovery of / or any information respecting any detail of trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or of any matter whatsoever which may relate to the conduct of business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to communicate.

ISSUE OF BONUS SHARES

138. The Company in its General Meeting may resolve to issue bonus shares to its Shareholders subject to the applicable provisions of the Act and other Laws as may be applicable in this behalf from time to time.

AUTHENTICATION OF DOCUMENTS

139. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company, or contracts made by or on behalf of the Company, may be signed by any Key Managerial Personnel or an officer of the Company duly authorized by the Board in this behalf.

ALTERATION OF ARTICLES OF ASSOCIATION

140. The Company, may from time to time alter, add to, amend or delete any of the existing provisions of the Articles or may add a new Article thereto or adopt a new set-in accordance with the provisions of the Act.

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GENERAL POWER

141. i. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its Articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

ii. The Company may, subject to the provisions of applicable law, enter into any arrangement, compromise, or scheme with its members, creditors, or any class of them, or between the Company and any third party, including but not limited to schemes for amalgamation, merger, demerger, reconstruction, or reorganization of the Company or its business. Such scheme shall, to the extent required by law, be approved by the requisite majority of members or creditors and be sanctioned by the National Company Law Tribunal (or other competent authority), and upon such sanction, shall be binding on all concerned parties as if originally agreed by them



Sl. No.	Name, Address, Description, Occupation and Signature of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature, Name Address Description and Occupation of the Witness
1.	**Y.S. Chowdary** S/o. Y. Janardhan Rao Plot No.29, Road No.2, Sagar Co-op. Housing Society, Banjara Hills, Hyderabad – 500 034. Occ. : Business D.O.B : 02.06.1961 Sd/-	8000 (Eight Thousand only)	**Y. Ravi Prasada Reddy** Company Secretary ACS 14580, C.P.No.5360 12-6-2/236, Viveknagar Kukatpally Hyderabad – 500 072.
2.	**G. Srinivasa Raju** S/o. G. Krishnam Raju Flat No.405, White House, Road No.13, Banjara Hills, Hyderabad- 500033. Occ. : Business D.O.B: 20.10.1963 Sd/-	7000 (Seven Thousand only)	
3.	**S. Hanumantha Rao** S/o. Ramachandra Rao 8-3-720/8, Salivahana Nagar, Srinagar Colony, Hyderabad – 500 073. Occ.: Business D.O.B : 18-07-1951	7000 (Seven Thousand only)	
4.	**R.K. Birla** S/o. Late B.N. Birla 120, Gunrock Enclave Secunderabad – 500 020. Occ. : Business D.O.B : 20.01.1952 Sd/-	7000 (Seven Thousand only)	
5.	**Y. Sivalinga Prasad** S/o. Y. Janardan Rao Plot No.160, Road No.10C, New MLA/MP's Colony, Gayathri Hills, Jubilee Hills, Hyderabad – 500 033. Occ. : Business D.O.B : 26.10.1957 Sd/-	7000 (Seven Thousand only)	



Sl. No.	Name, Address, Description, Occupation and Signature of the Subscribers	No. of Equity Shares taken by each Subscriber	Signature, Name Address Description and Occupation of the Witness
6.	**Y. Padmaja** W/o. Y.S. chowdary Plot No.29, Road No.2, Sagar Co-op. Housing Society, Banjara Hills, Hyderabad – 500 034. Occ.: House Wife D.O.B : 03.12.1966	7000 (Seven Thousand only)	
7.	**G. Vani Padmavathi Devi** W/o. G. Srinvasa Raju Flat No.405, White House, Road No.13, Banjara Hills, Hyderabad- 500033. Occ. : House Wife D.O.B : 24.04.1965 Sd/-	7000 (Seven Thousand only)	
	Total No. of Equity Shares taken	**50000** **(Fifty Thousand only)**	

Place : Hyderabad
Date : 05.04.2006

