

 KVB Karur Vysya Bank <i>Smart way to bank</i>	Customer Profile- Other Than Individual Branch: _____	(Affix the Recent Passport size Photograph)
Name of the Applicant : M/s <u>M/s. Modiproperties Pvt Ltd</u> (First Name) (Middle Name) (Last Name)		
CUSTOMER DETAIL Banking with us : ☐ Yes ☐ No If Yes, Since _____ Customer ID : _____ A/c Type : _____ A/c No : _____ Date of Establishment : DD/MM/YYYY Industry Type: _____ Nature of Business: Constitution : ☐ Partnership ☐ PVT Ltd ☐ Sole Proprietor/ix ☐ Public Ltd ☐ Trust ☐ Joint Venture ☐ PSU ☐ HUF ☐ Wholly owned Subsidiary ☐ ST Corp ☐ Others ☐ ST/UT Govt In case of Public/Pvt Ltd Company Date of Incorporation : DD/MM/YYYY In case of Public Ltd Company Date of Commencement of Business : DD/MM/YYYY	ADDRESS FOR COMMUNICATION Address for Communication : _____ City : _____ Pin code: _____ District : _____ State : _____ Country : _____ Type of Center : ☐ Metro ☐ Urban ☐ Semi Urban ☐ Rural No of Years in } ☐ Since Birth ☐ Above 10 Years Current Address } ☐ 5-9 Years ☐ 2-4 Years ☐ Less than 2 Years	
INTRODUCER DETAIL Introducer Name : Shri/Smt _____ Customer ID : _____ CONTACT DETAILS Mobile : _____ Office : _____ Fax : _____ E-Mail ID : _____ Contact Person Name : Shri/Smt _____ Designation : _____	IDENTIFICATION DETAIL PAN/GIR No. : _____ Registration ID : _____ CIN No : _____ TAN No.: _____ CST/VAT No : _____ State Sales Tax Registration No. : _____ PREVIOUS ADDRESS Address : _____ City : _____ Pin code: _____ District : _____ State : _____ Country : _____	
PERMANENT ADDRESS Address : _____ City : _____ Pin code: _____ District : _____ State : _____ Country : _____		
SECTION 20 DETAIL Is the applicant related to any of the Directors of our Bank / other Bank (Section 20 of BR Act.) ☐ Yes ☐ No Name of the Bank : _____ Name of the Director with whom the applicant is related and the relationship 		

☐ **BUSINESS DETAIL** ☐

Nature of Business: ☐ Chartered Accountant ☐ Doctor ☐ Engineer ☐ Lawyers ☐ Manufacturing ☐ Trading ☐ Marketing

No. of Years in Business: ☐ ☐

Business Premises: ☐ Owned ☐ Rented ☐ Leased Lease Period (months): upto : DD/MM/YYYY

Sales As Per Sales Tax Returns (For Last 3 Years in Rs.)

Year : YYYY YYYY YYYY (Latest Year)

Rs. :

Profit (For Last 3 Years in Rs.)

Year : YYYY YYYY YYYY (Latest Year)

Rs. :

Investment in Business (For Last 3 Years in Rs.)

Year : YYYY YYYY YYYY (Latest Year)

Rs.

INCOME TAX DETAIL

IT Assesse : ☐ Yes ☐ No

Income as per IT Return (For Last 3 Years) : Year : YYYY YYYY YYYY (Latest Year)
Rs.

Tax paid as per IT Return (For Last 3 Years) : Year : YYYY YYYY YYYY (Latest Year)
Rs.

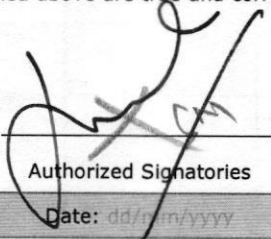
Wealth Tax Assesse : ☐ Yes ☐ No

Wealth Reported as per Wealth Tax Return (For Last 3 Years) : Year : YYYY YYYY YYYY (Latest Year)
Rs.

Litigations, if any

DECLARATION

1. Any change in my address for communication / contact will be intimated to you
2. I hereby declare that the particulars furnished above are true and correct to the best of my knowledge and I abide by the rules and regulations of the bank


Authorized Signatories

Date: dd/mm/yyyy

CHECKLIST

- | | | |
|--|---|--|
| ☐ | ☐ | ☐ |
| ☐ | 1. Identity Proof, Address Proof | ☐ 2. IT Returns 3. Wealth Tax Returns |
| ☐ | 4. Sales Tax Returns 5. Audited Balance Sheet | ☐ 6. Copy of the registration certificate |
| 7. Memorandum & Articles of Association in case of Limited Companies | | |

DETAILS OF ASSETS & LIABILITIES**NAME OF THE APPLICANT/PARTNER/GUARANTOR:** M/S. MODI PROPERTIES PVT LTD**ASSETS****Details of Bank Accounts (A)****(Rs in Lakhs)**

Bank Name	Type of Account	Account Number	Deposit Amount	Date of Maturity	Balance	Under Lien? (Yes/NO)

Investments (B) *(Including Mutual funds, Equities, Insurances, KVP/NSC etc.)*

Description	Date of Issue & Issued by	Maturity Date	Amount Invested	Maturity/ Present Value	Under Lien? (Yes/No)

Details of Personal Properties (C)

Name of the Village or Town, street with particulars	Type of Land/Building, Year of Built, Area of Land/Built Up Area	Total Value	Lease hold Or Free Hold, Encumbrance If any

Jewels/Ornaments (D)

Description	Net Weight in Grams	Amount (Rs in Lakhs)	Under Lien? (Yes/NO)

Lien Details (If any of the above assets are under lien, please furnish the details below)

Liabilities(E)

Limits with our Bank

Account Number & Facility	Facility	Limit	Balance O/s	Due Date

Limits with other Banks/FIs/Friends & Relatives

Borrowed from	Facility	Limit	Balance O/s	Due Date

Guarantees given to the loans taken by others

Name of the Firm/Person	Bank/FIs	Facility	Amount

NET MEANS

Immovable Assets (C)	
Other Assets(A+B+D)	
Total Assets	
Less Liabilities (E)	
Net Means	

Signature of the Borrower/Guarantor: _____

Date: dd/mm/yyyy

*information can be given in Annexure if required.

ANNEXURE

From

Date:

M/s. Modiproperties Pvt Ltd (Name(s) of the Borrower/Guarantor/Co-obligant)

(Address)

To:

The Karur Vysya Bank Ltd,

Sir,

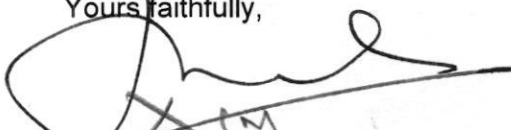
Reg: Expression of Consent for availing loan through Digital Lending platform of your Bank.

Upon our query, I/We have been explained of the bank's guidelines of the loan processing and lending through manual and digital modes. Since the Digital form of lending has been introduced by the bank with the objective of rendering services to me/us through faster and paperless mode, I/We have voluntarily opted for the digital lending process.

I/We fully understand and are aware that my/our AADHAAR details will be required for availing the loan under digital lending system. I/We am/are hereby sharing my/our AADHAAR details/AADHAAR mode voluntarily and made a request thereof. I/we hereby give my/our full consent and authorise the bank to get the loan documents executed through E-signing mode as may be required.

I/We hereby undertake not to make changes in AADHAAR details without the knowledge of the bank.

Yours faithfully,

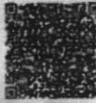

(Borrowers)

BANK USE:

APPLICATION NO:

LOAN ACCOUNT NO:

BANK MANAGER

आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT. OF INDIA
	स्थायी लेखा संख्या कार्ड Permanent Account Number Card AABCM4761E	
नाम / Name MODI PROPERTIES PRIVATE LIMITED		
निगमन/गठन की तारीख Date of Incorporation / Formation 28/06/1994		
12012017		




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(Amended)

Government of India
Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number :36AABCM4761E1ZM

1.	Legal Name	MODI PROPERTIES PRIVATE LIMITED			
2.	Trade Name, if any	MODI PROPERTIES PRIVATE LIMITED			
3.	Constitution of Business	Private Limited Company			
4.	Address of Principal Place of Business	2ND FLOOR, 5-4-187/3 AND 4, SOHAM MANSION, M.G ROAD, SECUNDERABAD, Ranga Reddy, Telangana, 500003			
5.	Date of Liability	01/07/2017			
6.	Date of Validity	From	01/07/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
Signature					
Name					
Designation					
Jurisdictional Office					
9.	Date of issue of Certificate	23/12/2018			
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.					





Details of Additional Place of Business(s)

GSTIN	36AABCM4761E1ZM
Legal Name	MODI PROPERTIES PRIVATE LIMITED
Trade Name, if any	MODI PROPERTIES PRIVATE LIMITED

Total Number of Additional Places of Business(s) in the State 0



GSTIN 36AABCM4761E1ZM
Legal Name MODI PROPERTIES PRIVATE LIMITED
Trade Name, if any MODI PROPERTIES PRIVATE LIMITED

Details of Managing / Whole-time Directors and Key Managerial Persons

1		Name	SOHAM SATISH MODI
		Designation/Status	DIRECTOR
		Resident of State	Telangana
2		Name	GAURANG JAYANTILAL MODY
		Designation/Status	Director
		Resident of State	Telangana



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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): U65993TG1994PTC017795

I hereby certify that the name of the company has been changed from MODI PROPERTIES AND INVESTMENTS PVT LTD. to MODI PROPERTIES PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name MODI PROPERTIES AND INVESTMENTS PRIVATE LIMITED.

Given under my hand at Hyderabad this Fifth day of December 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:
MODI PROPERTIES PRIVATE LIMITED

5-4-187/3&4, SOHAM MANSION, 2ND FLOOR., M.G. ROAD, SECUNDERABAD, Telangana,
India, 500003





प्रारूप. आई. आर.
Form I.R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता.....का सं.....
No. 01-17795 of 19 94-95

मैं एतद्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम, 1956 (1956 को 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that **MODI PROPERTIES & INVESTMENTS PRIVATE LIMITED**

is this day incorporated under the Companies Act, 1956 (No.1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता.....को दिया गया।

Given under my hand at **HYDERABAD** this **28th**

day of **June** One thousand nine hundred and **Ninety four.**

(7th Asadha 1916 saka)



ज.एस.सी.-1
J.S.C-1.

N.R. Srividharan
(N.R. SRIVIDHARAN)

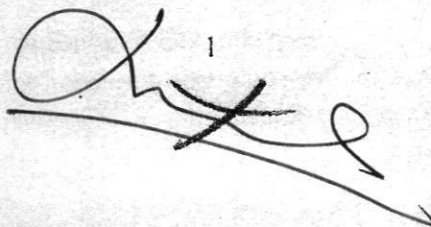
कम्पनियों का रजिस्टर
Registrar of Companies
Andhra Pradesh.

UNDER THE COMPANIES ACT, 1956
(1 OF 1956)
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
MODI PROPERTIES PRIVATE LIMITED

- i. The Name of the company is "MODI PROPERTIES PRIVATE 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 are:

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

1. *To purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to develop the same and dispose of or maintain the same and to build townships, industrial parks, independent houses, flats, housing colonies, commercial complexes, markets, infrastructural projects or other buildings or conveniences thereon and to equip the same or any part thereof with all or any amenities or conveniences, sewage, drainage and other sanitary works and installation of water, gas, electric and other supply works, telegraphic, telephonic, television installations and to deal with the same, either by itself or in partnership with strategic developers/ land owners including by setting up a special purpose vehicle.
2. *To carry on business as Estate Agents and Estate Managers and to collect rents, repair, look after and manage immovable properties of or for any persons, firm and companies, Governments and States as well as of this Company, to give, take, let and

1


sublet and to carry out, undertake or supervise any buildings construction, altering, improving, demolishing and repairing operations and all other works and operations in connection with immovable estates and properties.

3. *To act as consultants and project managers, and to advise and assist on all aspects of project development, corporate, commercial and construction management or activity including, planning, design, personnel, financial, marketing, accounting, taxation, purchasing, sales, quality control, and to undertake evaluation and feasibility studies.

(*Inserted by Special Resolution passed at EGM held on 22 September, 2016)

B. THE OBJECTS ANCILLARY OR INCIDENTAL TO THE ATTAINMENT OF THE ABOVE MAIN OBJECTS ARE:

1. Subject to the directions of the Reserve Bank of India, to raise, borrow, receive or secure the payment of the money from any Bank or Banks or any other person or persons for the purpose of the company's business in such manner and on such terms and with such rights, powers and
2. To raise or borrow money with or without security and or by issue of sale of any bonds, mortgages, debentures of the company whether perpetual or otherwise and to utilize or devote any money so raised to any of the objects of the company and or to advance and lend money and assets of all kinds upon such terms as may be arranged, but not to do the banking business.
3. To purchase, acquire, take on lease, hire, erect, contract, improve, develop, change, build, letout, exchange, sale or deal in land, buildings, flats, rooms, showrooms, shops, halls, auditoriums or any other construction activity whether small or major and do all such acts and things necessary in connection therewith and deal in building material of all kinds.
4. To amalgamate with any other person, firm or company.
5. To enter into partnership or into any arrangement for shares, profits, union of interest, joint ventures or to lend money or guarantee the contracts or otherwise assist any such person, firm or company
6. To draw, make, accept, endorse, execute and discount promissory notes, cheques, hundies and other negotiable and transferable instruments subject to the Banking Regulation Act, 1947.
7. To pay out of the company's funds the costs, charges, and expenses incurred in connection with all matters preliminary and incidental to the formation, promotion and incorporation of this company and the cost and expenses incurred in connection

with all matters preliminary and incidental to the formation and incorporation of another company which may be promoted by this company in India or in any other country, for the business of the Company.

8. *To promote, establish, undertake, form and to be interested in and to apply to acquire, hold and dispose of shares in any company, limited liability partnership, institution or business in India or any part of the world having objects altogether or in part similar to those of company carrying on any business capable of being conducted so as directly or indirectly benefit the company and to assist any undertaking financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of shares, stock, debentures stock or other securities such undertaking.
9. *To invest, subscribe, purchase or otherwise acquire, hold, exchange, dispose off and deal in stocks, shares, bonds, debentures, debenture stock, scripts or other securities or obligations of any company or of any authority, supreme, public, local, municipal or otherwise and to invest and deal with the funds of the Company not immediately required on such securities of trust, banks, insurance companies and such other companies or firms as may, from time to time be considered proper.
10. *To enter into a scheme of amalgamation or arrangement or partnership or into any arrangement for sharing profits, cooperation, joint venture, reciprocal concessions or otherwise either in part or whole with any person or company or companies, foreign or otherwise, carrying on or engaged in or about to carry on or engaged in similar business or other business or transaction capable of being conducted so as directly or indirectly to benefit the company.

(#Inserted by Special Resolution passed at EGM held on 22 September, 2016)

C. OTHER OBJECTIVES OF THE COMPANY

1. To carry on business of trading of any merchandise.
2. To carry on the business of dealers, distributors, importers, and exporters of all kinds consumer and electronic durables
3. To carry on the business of finance, leasing and hire purchase
 - a. The liability of the members of the company is limited.
 - b. The Authorized Share Capital of the company is Rs. 10,00,000/- (Rupees ten lakhs only) divided into 10,000 (Ten thousand only) Equity Shares each Rs. 100 each. The company has the power from time to time to increase or reduces its capital as equity or preference shares in the original or new capital as equity or preference shares and to attach to any class or classes of such shares, any preference right privileges, or priorities in payment dividends or distribution of

assets or otherwise over any other shares to subject the same to any restrictions, limitations or conditions and to vary the regulations of the company, as far as necessary to give effect of the same and upon the sub-division of a shares to apportion the right to participate in profits in any manner.

4. To advance or lend money, to give guarantee to such person or persons and upon such terms as may seem expedient and in particular to customers, past and present employees/ consultants and other persons having dealing with the company and to guarantee the performance of contracts and/or loan taken by share holders, past and present employees/consultants, persons having dealings with the company from any Financial Institutions, Banks or any Private Parties.
5. To set up guest houses, hotels, chummeries, schools, colleges, hospitals, nursing homes, dispensaries, canteens, recreation centers and clubs for labour and staff of the company and permit use of the same by other connected with the company.
6. To subscribe or contribute or otherwise to assist or guarantee money for charitable benevolent, religious, social, scientific, national, public or any other institutions, objects for any exhibition and to make authorized donations to such persons and in such cases, as the Company may think conducive to attainment of any of its objects or otherwise expedient.
7. To carry on the business of iron founders, civil and mechanical engineers, consulting engineers, project engineers, technical consultants and manufacturers of agricultural, industrial and other machinery and tool makers, brass founders, metal-workers, boilermakers of locomotives and engineers of every descriptions millwrights, iron and steel converters, smiths, metallurgists, electrical engineers, water supply engineers and to buy, sell, design, specify, manufacture, fabricate, export, import, repair, convert, alter let on hire and deal in machinery implement,, plants, tools tackles, instruments, rolling stock and hardware of all kinds, general fittings accessories and appliances of all description made of metal, alloy, glass or any other material accessories and appliances of all description made of metal, alloy. Glass or any other material and any parts of such accessories or fittings.
8. To carry on business of designing, setting up, erecting, maintaining, repairing, improving and operation or managing in India or aboard, pipes, pipelines, cross country piping systems, jetties, single buoy moorings, all other kinds of onshore and offshore port facilities, storage and distribution terminals, storage, loading and unloading facilities for the storage and transportation of natural gas, crude oil, petroleum products including but not limited to liquefies petroleum gas, petrol, naphtha, high speed diesel, aviation turbine fuel, superior kerosene oil and all products as may be conveniently transported through pipelines and, for the purpose, enter into any technical or financial collaboration as may be desired.

9. To carry on the business as merchants, traders, carriers, commission agents, buying agents, selling agents, billing agents, collection agents, brokers, adatis, buyers, sellers, importers, exporters, dealers, service providers to import, export, buy, sell, barter, collect, exchange. Pledge, mortgage, advance upon or otherwise trade or deal in all kinds of building materials, building hardware, sanitary fittings, pipes, tiles, marbles in India or elsewhere in the world.
10. To assist any other company under the same management within the meaning of the Companies Act, 1956 or any statutory modification thereof, in any manner and to any extent including the giving of loans and guarantees or the providing securities of any kind whatsoever in connect on with any loan given to the latter by any person, firm or body corporate.

We the several persons whose names and addresses are subscribed here under desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the company set opposite to our respective names.

S. No..	Name, Addresses, descriptions & occupations of subscribers	Number of Equity shares taken by each subscriber	Name, Address description & occupation of witness
1.	SOHAM MODI S/o. SATISH MODI 1-10-72/3, Begumpet Hyderabad	10	Sd/- D. KRISHNA KUMARI W/o. Dr. B. V Subha Rao 301-A, Aditya Apt, Punjagutta, Hyderabad
2.	SOURABH MODI W/o. SATISH MODI 1-10-72/3, Begumpet Hyderabad	10	
	Total no. of Equity Shares Taken	20	

Place : Hyderabad
Date : 1994

UNDER THE COMPANIES ACT, 1956
(1 OF 1956)
COMPANY LIMITED BY SHARES
ARTICLE OF ASSOCIATION
OF
MODI PROPERTIES PRIVATE LIMITED
INTERPRETATION

1. The regulations contained in Table 'A' in the First Schedule to the act, shall apply to the Company as one applicable to a Private Company except in so far as they are embodied in the following Articles which shall be the regulations of the management of the Company.
2. Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as the Act, or any statutory modifications thereof for the time being in force at the date on which these articles become binding on the company.
 - a. "The Company" means (MODI PROPERTIES PRIVATE LIMITED)
 - b. "The Act" means the Companies Act, 1956 and includes any reenactment or statutory modifications thereof for the time being in fore.

- c. "The Board" means meeting of the Directors duly called and constituted or as the case may be, the Directors by whatever name called.
- d. "The Directors" means the Directors of the Company for the time being.
- e. "The Chairman" means the Chairman of the Board of Directors for the time being of the Company.
- f. "The Office" means the Chairman of the Board of Directors for the time being of the company.
- g. "Person" includes Corporation and Company or Association of persons, body of individuals, whether incorporated or not. Words importing singular shall include plural and vice-versa and masculine to include feminine and vice versa.
- h. "Seal" means the Common Seal of the Company for the time being.
- i. "in writing" and "Written includes Printing", Photographies, Lithography and any other mode of representing or reproducing words in a visible form.

CONSTITUTION

- 3. The Company is a "Private Limited Company" within the meaning of Section 3(1)(iii) of the Companies Act, 1956 and accordingly.
 - a. The right to transfer shares of the Company shall be restricted in the manner and to the extent here after appearing in these regulations.
 - b. The number of members shall be limited to fifty excluding (i) Persons who are in the employment of the Company and become members and (ii) Persons who having been formerly in the employment of the company were members of the company while in that employment and have continued to be members after the employment ceased.

 Provided that where tow or more persons hold one more shares in the Company jointly, they shall for the purpose of this definition be treated as a single member.
 - c. No Invitation what be issued to the public to subscribe for any shares in or debentures of the Company.

CAPITAL Share Capital

- 4. The authorized share capital of the company is Rs.10,00,000/- (Rupees Ten lakhs only) divided in 10,000 (Ten Thousand) share of Rs. 100/- (Rupees One hundred only) each provided always that the company may increase or reduce, subdivide or consolidate its share capital by such amount as it thinks expedient subject to the procisions of the Companies Act, 1956.
- 5. The shares shall be under the control of Directors who may a lot them to such persons on such terms and conditions as they may think fit provided, however, the Directors

shall comply with the provisions of Section 75 of the Act or any statutory modifications thereof.

6. A. The Company shall have the power to increase the share capital by such amount it things expedient by issuing new shares in accordance with the provisions of the Act, or any statutory modifications thereof.
B. The powers conferred by this section shall be exercised by the Company in general meeting.
7. The Company shall have the power to reduce the share capital in the manner provided for in Sections 100 to 105 of the Act or any statutory modifications thereof.

SHARE CERTIFICATE

8. A. Every Person whose name is entered as a Member in the Register of Members shall be entailed to receive within three months after the allotment or 2 months after the Registration of transfer, one certificate for all his shares without payment.
B. Every certificate shall be under seal and shall specify the share to which it relates and the amount paid up thereon.
C. In respect of any share or share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of certificate for a share to one of several joint holders shall be sufficient delivery to all such joint holders.
D. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, on such terms if any, as to evidence and indemnity and the payment of out of pocket expenses incurred by the company investigating the evidence as the Directors think fit, provided that in issuing a share certificate the company is with in the companies (issue of share certificate) rules, 1960.

LIEN

9. A. The Company shall have a first and permanent lien (i) On every share (not being a fully paid share) for all moneys (whether presently payable or not) called payable at a fixed time in respect of that share, and (ii) On all shares (not being fully paid share) standing registered in the name of single person for all moneys presently payable by him or his. Estate to the Company. Provide that the Board may be any time declare any share to be wholly or in part exempt from the provisions of this clause.
B. The Company's lien, if any, on a share shall extend to all dividend payable thereon.

TRANSFER OF SHARES

10. A. The Directors may in their discretion refuse any transfer of shares to transferees of whom they do not approve. But the Directors may before the transfer is effected give permission in advance to a contemplated transfer and such permission shall be binding on the company.
- B. A share may be transferred by member to other person selected by the transferor but save as aforesaid no share be transferred to any person who is not a members unless such person is approved by the Directors as one whom it is desirable in the interest of the company to admit to membership.
- C. The Directors may also refuse to register a transfer of share where the result of such registration would be to make the number of members exceed the limit mentioned in Article 3 thereof.
11. A. The instrument of transfer shall be executed by or on behalf of both transferor and transferee.
- B. Shares in the company shall be transferred in the form prescribed by the act and duly stamped.
- C. The transfer books and the register of members shall be closed during the 14 days immediately prescribing the Annual General Meeting each year..
12. Any share of deceased member may be transferred to his or here executor, administrator or succession certificate holders.

CALLS AND FOREITURE OF SHARES

13. A call shall be deemed to have been made at the time when the resolution of Directors authorizing such calls are passed.
14. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the shares held.
15. If a member fails to pay the allotment money or any call on the day appointed for payment thereof, the Directors may at any time thereafter, during such time as the allotment or the call, as the case may be remains unpaid, serve a notice on him requiring payment of the allotment or call together with interest, if any.
16. The notice shall name of further day, not being earlier than the expiry of 14 days from the date of service of notice on or before which the payment required by the notice is to be made and shall state that, in the event of no payment on or before the time appointed, the shares in respect of which the call was made shall be forfeited the by Board.
17. Any share so forfeited shall be the property of the Company and may be disposed off in such manner as the Board thinks fit.

BORROWING POWER AND DEBENTURE

18. Subject to the provisions contained in Section 292 of the Act, the Directors may from time to time at their absolute discretion raise or borrow sum or sums of money for the purpose of the company from person, bank, firms or companies and Directors may secure the payment of such manner and upon terms and conditions in all respects as they shall think fit, in particular by the issue of debentures of company or making, drawing, accepting or endorsing on behalf of the company promissory notes, bills of exchange or issuing other security of the company and the Directors, all or some of them may guarantee the whole or part of the loan or debt raised or incurred by or on behalf of the company on interest payable thereon with power to directors to indemnify the guarantors from or against liability under their guarantee by means of a mortgage or hypothecation or charge upon property and assets of the company or otherwise
19. The Board may also issue any debentures, bonds or other securities at discount, premium or otherwise and with special privileges as to the redemption, surrender drawing by lots.

MEETING

20. The Annual General meeting of the company shall be held once in every year at such time not being more than six months after the close of the financial year at the Registered Office or at such place or places as the Directors may think fit subject however to the provisions of section 166 of the Act.
21. At least twenty-one days notice specifying the place, the day and hour of the General Meeting and in case of any special business the general nature of such business shall be given to the members.
22. Notice may be served upon the members either personally or by Registered post or under certificate of posting.
23. No business shall be transacted at any General Meeting unless quorum of member is present. The quorum for General Meeting shall be two members present in person.
24. Every member excepting the debenture holder shall have one vote in respect of each equity share held by him.
25. Votes may be given either personally or by proxy as provided in Section 176 of the Companies Act, 1956.
26. The instrument of appointing proxy shall be writing under the hand of the appointer in the form prescribed in Schedule IX to the Act, or any statutory modification thereof.

DIRECTORS

27. The number of Directors shall not be less than to and until otherwise determined by the Company in General meeting, more than twelve.

The Directors of the Company shall be:

- a. SOHAM MODI
- b. SOURABH MODI

28. The first Directors of the Company are permanent and are not subject to retirement by rotation until they resign voluntarily or ceased to be director as per the provisions of the Act. Subsequent appointment of the other Directors will be made by the company in General meeting in accordance with the provisions of the Act.

29. The casual vacancy among the Directors may be filled by the Board at a meeting.

30. Subject to the provision of the Act, the Board of Directors may appoint one of their members to the Office of Managing Director for such period and at such remuneration as the Board may deem fit and proper and may entrust the management of the affairs of the Company with specific powers and discretions to be exercised individually by such Managing Director

31. Subject to the provisions of the Act, and supervision, control and superintendence of the Board, the affairs of the Company shall be managed by the Managing Director and the said Managing director shall subject to all other restrictions and provisions of the companies Act, 1956 have to exercise individually the following specific powers and discretions and carry on the functions as may be required from time to time for the management of the affairs of the Company.

- a. To manufacture sell or dispose of all products, article, services and goods of the company in India and abroad.
- b. To buy, procure, import or supply all plants, machineries, materials, stores, fuel, implements, tools and equipments and other movable property required for the purpose of carrying on business by the Company to achieve all or any of the main objects;
- c. To make or give receipts, releases and other discharges of money paid or payable to the Company and any such receipts, releases or discharges shall be effective discharge for the Company in respect of the money and property or goods therein stated to have been released or discharged;
- d. For and on behalf of the Company to make, draw, accept, endorse and negotiate all Cheques, promissory Notes, Drafts, Pay Orders, Bill of lading or Exchange or other documents of Title and Securities including Government Notes, Deeds of transfer and other instruments as shall be necessary for carrying on and in connection with the business of the Company or as may be specifically authorized by the Board wherever necessary;

- e. To institute, prosecute, defend, compromise, withdraw and abandon any legal proceedings BY OR AGAINST THE Company or any of its Officers or otherwise concerning the affairs of the Company in all matters relating to insolvencies and liquidations;
- f. To accept from any member on such terms and conditions as shall be agreed a surrender of the shares or any part thereof.
- g. To give or to refuse permission to members to inspect subject to the rights vested in such members under law, the books of accounts, other documents or papers of the Company without being liable to any reason for the same;
- h. To open and operate the Bank Account for and on behalf of the Company;
- i. To provide from time to time for the management of the Company in India or abroad in such manner as may be required and in particular to appoint any person of the Company with such powers including the power to sub-delegate and upon such terms and for such periods, subject always to the control of the Board of the Company exercisable in a General Meeting and the restrictions and the limitations placed in the Act.
- j. To make, vary and repeal bye-laws, standing orders and manuals of instructions for the internal management of the Company and for the efficient conduct of the work, conditions, of service and employment etc. of staff and works from time to time.
- k. To engage, fix and pay the remuneration (either by way of salary, fees or commission or otherwise or partly by one and partly by other) and to dismiss or discharge all agents, assistants, clerks, servants, workers and other persons employed or engaged in connection with the Company's business and activities and to determine the powers and duties of such persons.
- l. To appoint any person to be agent of the Company or attorney of the Company for such specific purposes and with such powers and authorities and discretions, not exceeding those vested in and exercisable by the said Managing Director himself.
- m. To release, compound and allow time or payment or satisfaction of any debt;
- n. To enter into all negotiation and contracts and to rescind, vary or alter the terms of all or any such contracts and to execute and do all such acts and things or deeds necessary in the name and for and on behalf of the Company as may be considered necessary for and in relation to any of the matters aforesaid or otherwise for the business of the Company.
- o. To appoint any person (whether incorporated or not) as Trustee and to accept and hold in Trust for the Company in which it is interested or for any other purpose and to co-execute in relation to any such Trust and to provide for the remuneration of such Trustee or Trustees;

- p. To act as Trustee in composition of the Company debtors;
 - q. To maintain, establish, support and subscribe to any charitable public or other objects and institution, Society or Club which may be for the benefit of the Company or its officers or employees or may be concerned with any town or place of business where the Company has its activities and to give pensions, aid, gratuity or charity to any person, who served the Company or the wives, children or dependents of such persons whether they have or have not any legal claim upon the Company for such and similar benefit and payment of contribution;
 - r. To donate annually subject also to the provisions of Section 292 of the Act, a sum equivalent to 5% of the net profits of the Company or maximum of Rs. 50,000/- (Rupees Fifty Thousand) only per annum for Research or any Other Scientific Social economic or development activities, either directly or indirectly calculated to benefit the business and other activities of the Company in general.
32. In addition to any remuneration that may be payable to the Director for any technical and administrative service as may be decided by the Board, subject to the provisions of the Act, each director shall be paid a sitting fee not exceeding rs. 250/- (Rupees Two Hundred and fifty Only) for attending each meeting of the Board of Directors or Committee thereof.
33. In addition to the sitting fee and usual remuneration payable to them, the Directors may be paid all travelling, hotel and other expenses properly incurred by them –
- a. In attending and returning from meeting of the Board of Directors or any committee thereof or general meeting of the Company, or
 - b. In connection with the business of the Company.
34. If any director is called upon to perform extra service or to make any special exertion for any of the purpose of the Company, the Company subject to the provisions of the Act shall remunerate such director either by a fixed sum or otherwise, as will be determined by the Company in its general meeting. Such Director shall also be entitled to be paid for travelling, hotel and other expenses, if any, incurred in consequence of his service or exertions aforesaid.
35. A. 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 directors and additional director together shall not at any time exceed the maximum strength fixed for the Board by the Articles..
- B. 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..
36. A. Every Director shall discharge such duties as are required under Act, or any statutory modification thereof.

- B. The Board of Directors shall have such rights and powers as are provided for in Section 291, 292 and 293 of the Act, and any statutory modification thereof..
37. A. The Board of Directors shall be entitled to all such powers and to do all such acts and things as the Company is authorized to exercise or do, provided that the Board shall not exercise any power to do any act or thing which is directed or required by the Act or any other provision of law or Memorandum of Association or by these Articles to be exercised and done by the Company in General Meeting.
- B. 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..
38. A. Board may meet for the dispatch of business, adjourn or otherwise regulate its meetings as it thinks fit provided, however, the Board shall meet at least once in every three calendar months in accordance with section 285 or any statutory modifications thereof..
- B. A Director may, and the Principal officer of the Company, if any, on the requisition of a Director shall at any time summon a meeting of the Board..
- C. The quorum for a meeting of the Board shall be two Directors or one-third of the total strength of the Board which ever is subject to the provisions of Section 287 of the Act.
- D. The Board may elect a Chairman for its meetings and determine the period for which he is to hold office..
39. Subject to the provisions of the Act, the Working Directors are entitled to remuneration for the services rendered by them either as whole time or part which shall be decided by the Company in General Meeting.
40. Subject to the provisions of the Act any debentures, bonds or other securities may be issued at a discount, premium or otherwise and with special privileges as to redemption, surrender drawings by lot.
41. The Directors shall cause proper books of accounts to be kept showing receipts and expenses, sales and purchases and the purchases and the assets and of the Company and otherwise comply with the provisions of Section 209 of the Companies Act.
42. The books of account shall be kept at the Registered Office of the Company and the Directors may determine whether and what extend and what time and places under what conditions and restrictions the accounts and books of the Company or any of them shall be open to the inspection by members.
43. The Board of Directors shall have the power to borrow any sum of money in shape of term loans, soft loans, bridge loans, seed capital, working capital and receive subsidy from any financial institutions such as any State level of all-India Financial Institutions

and Commercial Banks and from State or Central Government for promotion of industry, trade or business of the Company.

AUDIT

44. Auditors shall be appointed and their duties regulated in accordance with Sections 224 to 233 of the Act both inclusive or any statutory modifications thereof.

THE SEAL

45. A. The Board shall provide for the safe custody of the Seal
- B. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and except in the presence of at least two Directors and those two Directors shall sign every instrument to which the Seal of the Company is so affixed in their presence.
46. The Company may exercise the power conferred by Section 50 of the Act with regard to having an official seal for use abroad and such power shall be vested in the Board.

ACCOUNTS

47. No member (not being a Director) shall have any right of inspecting any books of accounts or document of the Company except as conferred by law or by these regulations or authorized by the Board or by the Company in General Meeting.
48. Subject to the provisions of Section 210 of the Act at least once in every year, the Directors shall place before the Company in General Meeting, an audited profit and loss account and Balance Sheet of the Company.

WINDING UP

49. Subject to the provisions of the Act and Companies (Court) Rules 1959, if the Company shall be wound up, whether voluntarily or otherwise, the liquidator may with the sanction of Special Resolution, divide amongst the contributories, in species or in kind of any part of the assets of the company in trustees upon such trust for the benefit of the Contributories, or any of them as the liquidator shall think fit.

INDEMNITY

50. Every Officer, Agent Employee for the time being of the Company shall be indemnified out of the Company against any liability incurred by him in defending any proceeding, whether civil or criminal in which judgement is given in favour or in which he is acquitted or in connection with any application under Section 633 of the Act, in which relief is granted to him.

We the several persons whose names and addresses are subscribed here under desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the company set opposite to our respective names.

S. No..	Name, Addresses, descriptions & occupations of subscribers	Name, Address description & occupation of witness
1.	SOHAM MODI S/o. SATISH MODI 1-10-72/3, Begumpet Hyderabad	
2.	SOURABH MODI W/o. SATISH MODI 1-10-72/3, Begumpet Hyderabad	Sd/- A. KRISHNA KUMARI W/o. Dr. B.V Subha Rao 301-A. Aditya Apt, Punjagutta, Hyderabad

Place : Hyderabad

Date : 1994

ARBITRATION

51. All questions of difference between the Company and its share holders or between the share holders interests as touching the affairs of the Company shall be referred to arbitration as provided under the India Arbitration Act.

SECRECY

52. No member shall be entitled to visit or inspect the Company work without the permission of the Directors or to discover of any information respecting any details of the Company's trading or any matters on secret process which in the opinion of the Directors it will be in the interest of the members of the Company to communicate to the public, however, to the provisions of the Act.

No. of Company: 01-17795

Nominal Capital: @ 10,00,000/-

The Companies Act, 1956

Particulars of appointment of Directors, Managing Agents, Secretaries
and Treasurers and Manager and changes among them

Form No. 32

Name of Company: MODI PROPERTIES & INVESTMENTS PRIVATE LTD

Pursuant to Section 303(2)

Presented by: MR. SOHAM MODI

A. APPOINTMENT OF AND CHANGES AMONG DIRECTORS

Name or names and surname in full (1)	Father's/Husband's name (2)	Usual residential address (3)	Nationality (4)	Date of appointment, or change (5)	Brief particulars of change (6)
1) MR. SOURABH MODI	Mr. Satish Modi	Plot no. 280, Road no. 25 Johilee Hills, Hyderabad - 500034	Indian	6-12-2004	Resigned as Director

DEPARTMENT OF COMPANY AFFAIRS
ROC CASH COUNTER RECEIPT
OFFICE OF THE REGISTRAR OF COMPANIES

REC. NO.: REG. NO.:

TYPE OF DOCUMENT	MODE OF PAYMENT	DATE OF DOCUMENT	AMOUNT RS.

TOTAL
N: NORMAL FEE A: ADDITIONAL FEE
COMPUTER SUPPORT BY INDUSTRY DIVISION N.L.C.

NOTE:-1. A note of changes should be made in column (6) e.g. by inserting against the name of new director, etc. the words "in place of....." and by indicating against the name of the former director the cause for the change, e.g. by death, resignation, retirement, rotation and disqualification etc.

2. In case of Managing Director, his designation should be stated with his name in column (1).

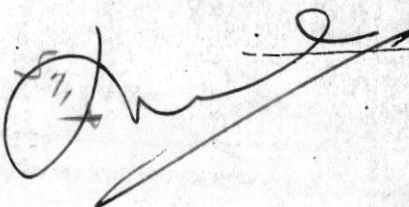
3. If a company has no particulars to be included in one or two of the headings 'A', 'B', and 'C' the parts containing those headings (in respect of which the company has no particulars to be included) need not be filled.

B. APPOINTMENT OF AND CHANGES IN MANAGING AGENT SECRETARIES AND TREASURES

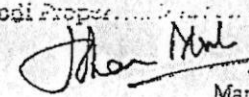
Name and father's name in case the Managing Agent is an individual, name of the firm and names of its partners and their father's name in case the Managing Agent is/Secretaries and Treasurers are a firm; corporate name and the name of its directors in case the Managing Agent is/ Secretaries and Treasurers are a body corporate.	Residential address of the person in case Managing Agent is an individual; the residential address of partners as also the principal place of business in case the Managing Agent is/Secretaries and Treasurers are a firm; the registered office and the residential addresses of directors in case Managing Agent is/Secretaries and Treasurers are a body corporate.	Date of appointment, or change.	Brief particulars of the changes
(1)	(2)	(3)	(4)

NOTE :—The approval of the Central Government to the appointment/re-appointment as also the cause of change, e.g., death, resignation, removal, disqualification, etc. should be indicated in column (4).

C. APPOINTMENT OF AND CHANGES IN MANAGERSHIP AND SECRETARYSHIP

Name or names and surname in full	Father's/Husband's name	Usual residential address	Nationality	Date of appointment, or changes	Brief particulars of change
(1)	(2)	(3)	(4)	(5)	(6)
					

Dated the 07/12/004 day of 19.....

For Modi Proper.....
 Signature: 
 Designation: **MANAGING DIRECTOR**

NOTE :—1. For the purposes of this form, particulars of a person appointed as Manager within the meaning of section 2(24) of the Companies Act, 1956 need be given.
 2. A note of change as also the cause of change, e.g. by death, resignation, removal, disqualification etc. should be stated in column (6).

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