

To

April 01 , 2025

The BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400001	National Stock Exchange of India Limited “Exchange Plaza, Bandra Kurla Complex, Bandra (E) Mumbai - 400051
Scrip Code: 517556	Symbol: PVP

Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015 (“Listing Regulations”) – Postal Ballot Notice

Dear Sir / Madam,

Pursuant to the Regulation 30 of the Listing Regulations, we enclose a copy of Postal Ballot Notice dated March 31, 2025 (“Notice”), seeking the approval of the members of the Company in respect of the following Resolution, only by way of remote electronic voting (“e-voting”).

Adoption of New Set of Articles of Association of the Company	Special Resolution
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In accordance with circulars issued by Ministry of Corporate Affairs, from time to time, the Postal Ballot notice is being sent only in electronic form to members whose email addresses are registered with their depository participants (In case of electronic shareholding) the Company’s Registrar and Share Transfer Agent (in case of Physical shareholding) and whose name are recorded in the Registrar of Members/List of Beneficial Owners as on Friday, March 28, 2025. The Company has also made arrangements for those members who have not yet registered their email address to get the same registered by the following procedure prescribed in the Notice.

The Company has engaged the services of National Securities Depositories Limited ("NSDL") to provide e-voting facility to its members. The voting rights of the Members shall be in proportion to their holding of Equity Shared with the Paid-up equity share capital of the Company as on Friday March 28, 2025 ("Cut-off date).

The remote e-voting period commences from 09.00 A.M (IST) on April 02, 2025 and ends on 5.00 P.M (IST) on May 01, 2025.

The Postal Ballot Notice will also be available on the Company's website at www.pvpglobal.com and on the website of NSDL at www.evoting.nsdl.com.

Kindly take the above information on record.

For PVP Ventures Limited

Prasad Veera Potluri
Chairman & Managing Director

PVP VENTURES LIMITED

(CIN: L72300TN1991PLC020122)

Regd. Office: KRM Centre, 9th Floor, Door No. 2, Harrington Road, Chetpet,
Chennai-600031

Phone: 044 - 4859 6999 **Email Id:** investorreleations@pvpglobal.com

Website: www.pvpglobal.com

POSTAL BALLOT NOTICE

[Pursuant to Section 108 and 110 of the Companies Act, 2013 read with Rule 20 and 22 of the Companies (Management and Administration) Rules, 2014 as amended and applicable Circulars issued by Ministry of Corporate Affairs from time to time]

Remote E-voting	
Start date:	9.00 A.M. (IST) on Wednesday, April 02, 2025
End date: <i>(facility for e-voting shall be blocked after end of this date)</i>	5.00 P.M (IST) on Thursday, May 01, 2025

To,

The Members,
PVP VENTURES LIMITED

Notice is hereby given that pursuant to the provisions of Sections 108 and 110 of the Companies Act, 2013, (the “**Act**”), read with Rule 20 and Rule 22 of the Companies (Management and Administration) Rules, 2014, as amended from time to time (the “**Rules**”), read with the General Circular Nos. 14/2020 dated April 08, 2020, 17/2020 dated April 13, 2020, 09/2023 dated September 25, 2023 and 09/2024 dated September 19, 2024 issued by the Ministry of Corporate Affairs, Government of India (the “**MCA**”) (hereinafter collectively referred to as the “**MCA Circulars**”) read with Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “**SEBI Listing Regulations**”), other relevant Circulars, Secretarial Standard on General Meetings (SS-2) issued by the Institute of Company Secretaries of India (the “**ICSI**”) and any other applicable law, rules and regulations (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force and as amended from time to time), that the resolution appended below, be passed by the members of the PVP VENTURES LIMITED (The “**Company**”), by means of Postal Ballot by way of voting through electronic means (remote e-voting) only.



PVP Ventures Ltd.
Corp. Office: Plot No. 83 & 84 4th Floor Punnaiah Plaza Road N
Banjara Hills Hyderabad - 500 034 T: +91 40 6730 9999
F: +91 40 6730 9988

Regd. Office: KRM Centre 9th Floor No. 2 Harrington Road Ch
Chennai - 600 031 T: +91 44 3028 5570 F: +91 44 3028 5571
info@pvpglobal.com | pvpglobal.com

PVP VENTURES LIMITED
CIN : L72300TN1991PLC020122

SPECIAL BUSINESS:

Item No. 1: Adoption of New Set of Articles of Association of the Company

To consider and if thought fit, to pass, the following resolution as **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Section 14 and Section 110, other applicable provisions, if any, of the Companies Act, 2013, read with Rules made thereunder & SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, Securities and Exchange Board of India (Debtenture Trustees) Regulations, 1993 (including any statutory modifications or re-enactment thereof, for the time being in force), approval of the members of the Company be and is hereby accorded to adopt and approve the new set of Articles of Association of the company appended herewith”

“RESOLVED FURTHER THAT the Board be and is hereby authorized on behalf of the company to delegate all or any of its powers, including the powers conferred by this Resolution, to any Director(s) or Chief Financial Officer or the Company Secretary of the company, to execute all such agreements, documents, instruments and writings as may be deemed necessary or desirable for such purpose, file requisite forms or applications with the concerned Statutory/ Regulatory Authorities, with the power to settle all questions, difficulties or doubts that may arise in this regard, and to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary or appropriate to give effect to the said Resolution.”

By Order of the Board of Directors
For **PVP VENTURES LIMITED**

Sd/-
VEERA PRASAD POTLURI
Chairman & Managing Director
(DIN: 00179175)

Place: Chennai

Date: March 31, 2025

Notes:

1. In compliance with Regulation 44 of the SEBI Listing Regulations as amended, and pursuant to the provisions of Sections 108 and 110 of the Act, read with the Rules and the MCA Circulars, the Company is pleased to inform you that this Postal Ballot Notice of the Company is being sent only through electronic means and has extended remote e-voting facility to all the members of the Company to enable them to cast their votes through remote e-voting in respect of the business to be transacted vide this Postal Ballot Notice. The instructions for remote e-voting are appended to



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this Notice of Postal Ballot. For this purpose, the Company has entered into an agreement with National Securities Depository Limited (NSDL) for facilitating voting through electronic means, as the authorized agency for providing services of e-voting. The facility of casting votes by a member using remote e-voting will be provided by NSDL.

2. The Explanatory Statement pursuant to the provisions of Section 102(1) of the Act read with Rule 20 and 22 of the Companies (Management and Administration) Rules, 2014 as amended from time to time and Secretarial Standard – 2 (“SS-2”) on General Meetings issued by the Institute of Company Secretaries of India setting out material facts relating to the resolution at Item Nos. 1 contained in this Postal Ballot Notice dated March 31, 2025, is annexed hereto.
3. In accordance with the MCA circulars, the physical copies of this Postal Ballot Notice, along with postal ballot form and postage pre-paid business reply envelope, are not being sent to any member. Accordingly, the communication of the assent or dissent of the members eligible to vote is restricted only to remote e-voting (“e-voting”) i.e. by casting their votes electronically instead of submitting postal ballot forms.
4. The Notice will also be placed on the website of the Company at www.pvpglobal.com and on the e-voting website of NSDL at www.evoting.nsdl.com. The Notice can also be accessed from the website of the Stock Exchanges i.e., BSE Limited and National Stock Exchange of India Limited at <https://www.bseindia.com/> and <https://www.nseindia.com/> respectively.
5. All documents referred to in the Postal Ballot Notice will also be available electronically for inspection, without any fee, to Members from the date of circulation of the Postal Ballot Notice up to the closure of the voting period. Members desirous of inspecting the documents referred to in the Notice or Statement may send their requests to investorrelations@pvpglobal.com from their registered e-mail addresses mentioning their names, folio numbers/DP ID and Client ID, from the date of circulation of this Notice, until the last day of receipt of assent/dissent date on the proposed Resolution.
6. In compliance with the MCA circulars, the Company is sending this Notice in electronic form only to those Members whose e-mail addresses are registered with the Company/ Depositories and whose names appear in the Register of Members/ list of Beneficial Owners as received from NSDL and the Central Depository Services (India) Limited (“CDSL”) (collectively referred to as “Depositories”)/ the Registrar and Transfer Agent (the “RTA”) of the Company, M/s. KFin Technologies Limited, as on Friday, March 28, 2025 (the “Cut-Off Date”). Those Members who have not yet registered their e-mail addresses are requested to register the same by following the procedure set out in this Notice. Those Members who have already registered their e-mail address



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are requested to keep their e-mail addresses updated with their DP/ the Company's RTA, to enable servicing of notices, etc. electronically to their e-mail address.

7. In terms of SEBI circular no. SEBI/HO/CFD/CMD/CIR/P/2020/242 dated December 9, 2020, on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Shareholders are advised to update their mobile number and email Id in their demat accounts to access e-Voting facility.
8. The Company has engaged the services of NSDL for providing the remote e-voting facility to the members.

The e-voting facility will be available at the link <https://www.evoting.nsdl.com> during the voting period mentioned hereunder:

Commencement of remote e-voting	9.00 A.M. (IST) on Wednesday, April 02, 2025
End of remote e-voting	5.00 P.M (IST) on Thursday, May 01, 2025

Remote e-Voting shall not be allowed beyond 5.00 p.m. IST on Thursday, May 01, 2025. During the remote e-Voting period, members of the Company holding shares either in physical form or in dematerialized form as on the Cut-off Date may cast their votes electronically. For sake of clarity, the Cut-off Date for the purpose of e-voting is Friday, March 28, 2025.

9. The voting rights of the members shall be in proportion to their shares in the total paid-up equity share capital of the Company, as on the cut-off date. The vote in this Postal Ballot cannot be exercised through proxy. A person who is not a Member of the Company as on the Cut-Off date should treat this Notice for information purpose only. The detailed procedure with respect to e-voting is mentioned in this Notice.
10. Members are requested to cast their vote through the Remote e-Voting process not later than 5.00 p.m. IST on Thursday, May 01, 2025, in order to be eligible for being considered, failing which it will be strictly considered that no vote has been received from the Member. Once the votes on the Resolution are casted by the Member, the Member shall not be allowed to change these subsequently.
11. The Board of Directors of the Company appointed Mr. M. Damodaran (Membership No. 5837, CP No. 5081) or in his absence, Ms. J. Kalaiyarasi (Membership No. 29861, CP No. 19385) of M/s. M Damodaran & Associates LLP, Practising Company Secretaries, Chennai, to act as the Scrutinizer for



conducting the Postal Ballot through e-voting process in a fair and transparent manner. The Scrutiniser has communicated his willingness to be appointed for the said purpose.

12. After dispatch of Notice of Postal Ballot through email, advertisement shall be published in one English Daily and one in Tamil Newspaper, each having, wide circulation in the district where the Registered Office of the Company is situated and will also be uploaded under the “Shareholder Information” section of the website of the Company at www.pvpglobal.com.
13. The Scrutinizer will submit his report to Chairman or any other person authorized by the Chairman, after completion of scrutiny of the e-voting, and the results of the Postal Ballot will be announced by the Chairman or any other person authorized by him at the Registered Office of the Company, not later than two working days from the last day of e-voting and will be displayed on the website of the Company at www.pvpglobal.com and on the e-voting website of National Securities Depository Limited at www.evoting.nsdl.com. The results will simultaneously be communicated to the Stock Exchanges i.e., BSE Limited and The National Stock Exchange of India Limited and will also be displayed on the Notice Board of the Company at its Registered Office. The Scrutinizer’s decision on the validity of the votes cast shall be final.
14. In case of any general queries/ grievances, Members may reach out to the Company, on Tel. No: 44 3028 5570/78 and Email ID: investorrelations@pvpglobal.com.
15. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on.: 022 - 4886 7000 or send a request to NSDL at evoting@nsdl.com.
16. The resolution, if passed by the requisite majority, shall be deemed to have been passed on the last date specified for e-voting i.e., Thursday, May 01, 2025 and as if it has been passed at a General Meeting of the Members convened in that behalf.
17. **General Information for Members:**
 - a. Members holding shares in physical form are requested to note that in terms of Regulation 40 of the SEBI Listing Regulations, as amended, the securities of listed companies can be transferred only in dematerialized form and transmission, or transposition of securities held in physical or dematerialized form shall be effected only in dematerialized form. In view of the above and to eliminate risks associated with physical transfer of securities, Members holding Equity Shares of the Company in physical form are requested to consider converting their holdings to dematerialized form. Members can contact the RTA of the Company for assistance in this regard.



- b. The formats for Nomination and updation of KYC details in accordance with the SEBI Circular are available on the website of the RTA and under “Shareholder Information” section of the website of the Company.
- c. SEBI vide its circular dated May 30, 2022, has prescribed Standard Operating Procedures for dispute resolution under the Stock Exchange arbitration mechanism for a dispute between a Listed Company and/or RTA and its Shareholders(s)/investor(s). The communication to investors under SEBI Circular No. SEBI/HO/OIAE/ 2023/03394 dated January 27, 2023 had been hosted on the website of the Company at www.pvpglobal.com .

THE INSTRUCTIONS FOR MEMBERS FOR E-VOTING ARE AS UNDER:

The way to vote electronically on NSDL e-Voting system consists of “Two Steps” which are mentioned below:

Step 1: Access to NSDL e-Voting system

A) Login method for e-Voting for Individual shareholders holding securities in demat mode

In terms of SEBI circular dated December 9, 2020, on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Shareholders are advised to update their mobile number and email Id in their demat accounts in order to access e-Voting facility.

Login method for Individual shareholders holding securities in demat mode is given below:

Type of shareholders	Login Method
Individual Shareholders holding securities in demat mode with NSDL.	1. Existing IDeAS user can visit the e-Services website of NSDL Viz. https://eservices.nsdl.com either on a Personal Computer or on a mobile. On the e-Services home page click on the “ Beneficial Owner ” icon under “ Login ” which is available under ‘ IDeAS ’ section , this will prompt you to enter your existing User ID and Password. After successful authentication, you will be able to see e-Voting services under Value added services. Click on “ Access to e-Voting ” under e-Voting services and you will be able to see e-Voting page. Click on company name or e-Voting service provider i.e. NSDL and you will be re-directed to e-Voting website of NSDL for casting your vote during the remote e-Voting period.



2. If you are not registered for IDEAS e-Services, option to register is available at <https://eservices.nsdl.com>. Select **“Register Online for IDEAS Portal”** or click at <https://eservices.nsdl.com/SecureWeb/IdeasDirectReg.jsp>
3. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number hold with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on company name or **e-Voting service provider i.e. NSDL** and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period.
4. Shareholders/Members can also download NSDL Mobile App **“NSDL Speede”** facility by scanning the QR code mentioned below for seamless voting experience.

NSDL Mobile App is available on



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 CIN : L72300TN1991PLC020122

<p>Individual Shareholders holding securities in demat mode with CDSL</p>	<ol style="list-style-type: none"> 1. Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. Option will be made available to reach e-Voting page without any further authentication. The users to login Easi / Easiest are requested to visit CDSL website www.cdslindia.com and click on login icon & New System Myeasi Tab and then use your existing my easi username & password. 2. After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible companies where the evoting is in progress as per the information provided by company. On clicking the evoting option, the user will be able to see e-Voting page of the e-Voting service provider for casting your vote during the remote e-Voting period. Additionally, there is also links provided to access the system of all e-Voting Service Providers, so that the user can visit the e-Voting service providers' website directly. 3. If the user is not registered for Easi/Easiest, option to register is available at CDSL website www.cdslindia.com and click on login & New System Myeasi Tab and then click on registration option. 4. Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from a e-Voting link available on www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the Demat Account. After successful authentication, user will be able to see the e-Voting option where the evoting is in progress and also able to directly access the system of all e-Voting Service Providers.
<p>Individual Shareholders (holding securities in demat mode) login through their depository participants</p>	<p>You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. upon logging in, you will be able to see e-Voting option. Click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider i.e. NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period.</p>



Important note: Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. NSDL and CDSL.

Login type	Helpdesk details
Individual Shareholders holding securities in demat mode with NSDL	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.com or call at 022 - 4886 7000 and 022 - 2499 7000
Individual Shareholders holding securities in demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 22 55 33

B) Login Method for shareholders other than Individual shareholders holding securities in demat mode and shareholders holding securities in physical mode.

How to Log-in to NSDL e-Voting website?

1. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.
2. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholder/Member' section.
3. A new screen will open. You will have to enter your User ID, your Password/OTP and a Verification Code as shown on the screen.
Alternatively, if you are registered for NSDL eservices i.e. IDEAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.
4. Your User ID details are given below :

Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical	Your User ID is:
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.



b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID For example if your Beneficiary ID is 12***** then your user ID is 12*****
c) For Members holding shares in Physical Form.	EVEN Number followed by Folio Number registered with the company For example if folio number is 001*** and EVEN is 101456 then user ID is 101456001***

5. Password details for shareholders other than Individual shareholders are given below:
- If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.
 - If you are using NSDL e-Voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will force you to change your password.
 - How to retrieve your 'initial password'?
 - If your email ID is registered in your demat account or with the company, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. a .pdf file. Open the .pdf file. The password to open the .pdf file is your 8 digit client ID for NSDL account, last 8 digits of client ID for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.
 - If your email ID is not registered, please follow steps mentioned below in **process for those shareholders whose email ids are not registered**
6. If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:
- Click on "Forgot User Details/Password?"(If you are holding shares in your demat account with NSDL or CDSL) option available on www.evoting.nsdl.com.
 - Physical User Reset Password?" (If you are holding shares in physical mode) option available on www.evoting.nsdl.com.
 - If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nsdl.com mentioning your demat account number/folio number, your PAN, your name and your registered address etc.
 - Members can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.



7. After entering your password, tick on Agree to “Terms and Conditions” by selecting on the check box.
8. Now, you will have to click on “Login” button.
9. After you click on the “Login” button, Home page of e-Voting will open.

Step 2: Cast your vote electronically on NSDL e-Voting system.

How to cast your vote electronically on NSDL e-Voting system?

1. After successful login at Step 1, you will be able to see all the companies “EVEN” in which you are holding shares and whose voting cycle.
2. Select “EVEN” of company for which you wish to cast your vote during the remote e-Voting period.
3. Now you are ready for e-Voting as the Voting page opens.
4. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on “Submit” and also “Confirm” when prompted.
5. Upon confirmation, the message “Vote cast successfully” will be displayed.
6. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
7. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

General Guidelines for shareholders

1. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to kjr@mdassociates.co.in with a copy marked to evoting@nsdl.com. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) can also upload their Board Resolution / Power of Attorney / Authority Letter etc. by clicking on "**Upload Board Resolution / Authority Letter**" displayed under "**e-Voting**" tab in their login.
2. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go



through the “[Forgot User Details/Password?](#)” or “[Physical User Reset Password?](#)” option available on www.evoting.nsdl.com to reset the password.

3. In In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on: 022 - 4886 7000 and 022 - 2499 7000 or send a request to NSDL at evoting@nsdl.com

Process for those shareholders whose email ids are not registered with the depositories for procuring user id and password and registration of e mail ids for e-voting for the resolution set out in this notice:

1. In case shares are held in physical mode please provide Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self-attested scanned copy of PAN card), AADHAR (self-attested scanned copy of Aadhar Card) by email to investorrelations@pvpglobal.com
2. In case shares are held in demat mode, please provide DPID-CLID (16 digit DPID + CLID or 16 digit beneficiary ID), Name, client master or copy of Consolidated Account statement, PAN (self-attested scanned copy of PAN card), AADHAR (self-attested scanned copy of Aadhar Card) to investorrelations@pvpglobal.com. If you are an Individual shareholders holding securities in demat mode, you are requested to refer to the login method explained at **step 1 (A)** i.e. [Login method for e-Voting for Individual shareholders holding securities in demat mode.](#)
3. Alternatively shareholder/members may send a request to evoting@nsdl.com for procuring user id and password for e-voting by providing above mentioned documents.
4. In terms of SEBI circular dated December 9, 2020 on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Shareholders are required to update their mobile number and email ID correctly in their demat account in order to access e-Voting facility.

OTHER INFORMATION:

1. The Ministry of Corporate Affairs has taken a ‘Green Initiative in Corporate Governance’ by allowing Companies to send documents to their members in electronic mode. To support this green initiative and to receive communications from the Company in electronic mode, members who have not registered their e-mail addresses and are holding shares in physical form are requested to contact the RTA of the Company and register their e-mail address. Members holding shares in demat form



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WHERE YOU WANT TO BE®



are requested to contact their DPs. Members may please note that notices, annual reports, etc. will be available on the Company's website at www.pvpglobal.com. Members will be entitled to receive the said documents in physical form free of cost at any time upon request.

2. All correspondence relating to shares and dividend should be addressed to the Registrars and Transfer Agent of the Company, viz: KFin Technologies Private Limited, Unit: PVP Ventures Limited Selenium Tower B, Plot 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad – 500032 E-mail: einward.ris@kfintech.com.

By Order of the Board of Directors
For **PVP VENTURES LIMITED**
Sd/-

PRASAD VEERA POTLURI
Chairman & Managing Director
(DIN: 00179175)

Place: Chennai
Date: March 31 2025



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PVP VENTURES LIMITED
CIN : L72300TN1991PLC020122

EXPLANATORY STATEMENT PURSUANT TO SECTION 102(1) OF THE COMPANIES ACT, 2013 READ WITH RULE 20 and 22 OF THE COMPANIES (MANAGEMENT AND ADMINISTRATION) RULES, 2014 AND SECRETARIAL STANDARD-2 ON GENERAL MEETINGS FORMING PART OF THE NOTICE

The following statement sets out all material facts relating to the Special Business mentioned in the Notice:

Item no. 1

The company has proposed to raise the funds through the issue of Non-Convertible Debentures in order to meet the investment & expansion requirements of the company. Accordingly, the Articles of Association of the company need to be in line with the mandate given by the lender. Hence, the new set of Articles of association is proposed to be considered & adopted. In this regard, the company has proposed the adoption of new set of Articles of Association by its shareholders. Accordingly, the Board of Directors recommends the resolution set forth in Item No. 1 for approval of members as a Special Resolution.

The Board of Directors of the Company recommends the resolution in relation to the Alteration of Articles of Association of the Company as set out in Item No. 01 for approval of the Members of the Company by way of a Special Resolution.

None of the other Directors, Key Managerial Personnel of the Company or their respective relatives are in any way concerned or interested, financially or otherwise, in the Special Resolution set out in Item No. 1 of the accompanying Postal Ballot Notice.

By Order of the Board of Directors
For **PVP VENTURES LIMITED**

PRASAD VEERA POTLURI
Chairman & Managing Director
(DIN: 00179175)

Place: Chennai
Date: March 31, 2025



PVP Ventures Ltd.
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PVP VENTURES LIMITED
CIN : L72300TN1991PLC020122

(INCORPORATED UNDER THE COMPANIES ACT, 1956)

(COMPANY LIMITED BY SHARES)

**ARTICLES OF ASSOCIATION
OF**

PVP VENTURES LIMITED

1. (1) In these regulations –
 - (a) “The Act” means the Companies Act, 1956/2013.
 - (b) “The Seal” means the Common Seal of the Company.
 - (c) “Depositories Act, 1996” shall mean an Act, enacted to provide for regulation of securities depositories and for matters connected therewith or incidental thereto and shall include any statutory modifications or re-enactment thereof.
 - (d) “Beneficial Owner” shall mean the beneficial owner as defined in Clause (a) of Sub-section (1) of Section 2 of the Depositories Act, 1996.
 - (e) “Company Accounts” shall mean escrow accounts being collectively the debenture subscription account, company current account, company designated account and/or any other bank accounts as envisaged under the Debenture Trust Deed and the Account Bank Agreement.
 - (f) “Depository” shall mean a Depository as defined under Clause (e) of Sub-section (1) of Section 2 of the Depositories Act, 1996.
 - (g) “Deemed Member” shall mean every person holding equity share capital of the Company and whose name is entered as beneficial owner in the records of the Depository.
 - (h) “Debentures” means the Series A Debentures and the Series B Debentures.
 - (i) “Debenture Trust Deed” shall mean the deed entered amongst the Company, Prasad V. Potluri, Jhansi Sureddi, Platex Limited, PV Potluri Ventures Private Limited, PVP Global Ventures Private Limited, Humain Healthtech Private Limited, IDBI Trusteeship Services Limited.
 - (j) “JDA” means the joint development agreement dated 4 April 2022 and its Supplemental Agreement entered/to be entered into between the Company and the Developer for development of Project Casagrand Mercury - Phase 3.
 - (k) “Member” means any person who agrees in writing to become a member of the Company and whose name is entered in its Register of Members and includes every

person holding equity share capital of the Company and whose name is entered as beneficial owner in the records of a depository.

- (l) "Project Casagrand Mercury - Phase 3" means all that piece and parcel of the vacant Plot bearing No.3, in the layout approved by the CMDA vide PPD/LO No.31/2023, dated 30.01.2023, admeasuring 15227 sq. mts., (~3.76 acres), (along with the right for FSI benefit for the proportionate extent of 2311 sq. mts., in the land gifted for OSR & Street Alignment portion), comprised in T.S.No.156/4 and the High Rise Residential Building with extended double basement floor (Parking): Block 1 – Ground floor + 1st floor + 2nd floor to 32nd floor with 453 dwelling Units: Block – 2 Ground Floor (Organic Waste Converter) and Swimming Pool to be constructed thereon.
 - (m) "Transaction Document" means Debenture Trust Deed along with the letter/ agreement appointing the Debenture Trustee
 - (a) General Information Document and the Key Information Document;
 - (b) the Security Documents;
 - (c) Declaration cum Undertaking;
 - (d) all other documents entered into by or between any or all of the Parties in relation to the Debentures and the Secured Obligations
 - (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company. All words or expressions contained under the heading "Amendments pursuant to Debenture Trust Deed" shall have the meaning given to such words and expression in the Debenture Trust Deed.
 - (3) The Regulations contained in Table A in the First Schedule to the Companies Act, 1956 shall be the regulations of the Company in the same manner and to the same extent as if they were contained in the duly registered Articles as long as any of the Articles do not exclude or modify the Regulations contained in Table A aforesaid save and those which are expressly provided in the Articles of Association.
- 2(a) The Authorised Share Capital of the Company shall be as per Clause V of the Memorandum of Association of the Company.
- (b) Subject to the provisions of Section 80, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.
3. (1) 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 106 and 107, and whether or not the Company is being

wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate Meeting of the holders of the shares of that class.

- (2) 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 two persons at least holding or representing by proxy one-third of the issued shares of the class in question.
4. 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 shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
5. (1) The Company may exercise the powers of paying commissions conferred by Section 76, 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.
 - (2) The rate of the commission shall not exceed the rate of five percent of the price at which the shares in respect whereof the same is paid are issued or an amount equal to five percent of such price, as the case may be.
 - (3) 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.
 - (4) The Company may also, on any issue of shares, pay such brokerage as may be lawful.
6. Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share(s) and whose name appears as the beneficial owner of the shares in the records of Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or as by law required) be bound to recognise any benami trust or equity or equitable, contingent, future or partial interest, lien, pledge (except only as by these presents otherwise provided for) or other claim to or interest in such shares on the part of any other person whether or not it shall have express or implied notice thereof.
- 6A The Company shall not give whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of, or in connection with a purchase or subscription made or to be made by any person of, or for any shares in the company or in its holding company;
Provided that nothing in this Article shall be taken to prohibit –
 - (i) the provision by the company, in accordance with any scheme for the time being in force, of money for the purchase of, or subscription for, fully paid shares in the company or its holding company, being a purchase or subscription by trustee of, or for shares to be held by, or for the benefit of employees of the company, including any director holding a salaried office or employment in the company; or
 - (ii) the making by the company of loans, within the limit laid down under the Act, or any other regulations that may be in force, at the time of making such loan, to person

(other than directors or managers) bonafide in the employment of the company with a view to enabling those persons to purchase or subscribe for fully paid shares in the company or its holding company to be held by themselves by way of beneficial ownership.

7. (1) Every person whose name is entered as a member in the Register of Members shall be entitled to receive within three months after allotment of, within two months after the application for the, registration of transfer (or within such other period as the conditions of issue shall provide)-
 - (a) one certificate for all his shares without payment; or
 - (b) several certificates, each for one or more of his shares upon payment of one rupee for every certificate after the first: Provided the shares are not held in a Depository under the provisions of Depositories Act, 1996.
 - (2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid up thereon.
 - (3) In respect of any shares 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) Notwithstanding anything contained in the Articles of Association, the Company shall be entitled to dematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and to offer its shares, debentures and other securities for subscription in a dematerialized form. The Company shall further be entitled to maintain a Register of Members with the details of Members holding shares both in material and dematerialized form in any media as permitted by law including any form of electronic media. Further when the shares are dealt with in a Depository, no certificate shall be issued and the Company shall intimate the details of allotment of shares to the Depository immediately on allotment of such shares in accordance with such rules as are in force.
8. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding two rupees, and on such terms, if any, as to evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the directors think fit.
9. (1) The Company shall have a first and paramount lien——
 - (a) on every share (not being a fully-paid shares), for all moneys (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 moneys presently payable by him or his estate to the Company: Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
 - (2) The Company's lien, if any, on a share shall extend to all dividends payable thereon.

10. 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.
11. (1) To give effect to any such sale, the board may authorize some person to transfer the shares sold to the purchaser thereof.
 - (2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
 - (3) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
12. (1) The proceeds of the same shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is 'presently payable'.
 - (2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the issue.
13. (1) The Board may, from time to time, make calls, upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.
 - (2) 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.
 - (3) A call may be revoked or postponed at the discretion of the Board.
14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.
15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16. (1) 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 five percent per annum or at such lower rate, if any, as the Board may determine.

- (2) The Board shall be at liberty to waive payment of any such interest wholly or in part.
17. (1) 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 the way of premium, shall, for the purpose 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.
- (2) 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.
18. The Board—
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the moneys 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, six percent per annum, as may be agreed upon between the Board and the member paying the sum in advance.
19. (1) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and the transferee.
- (2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.
20. Subject to the provisions of Section 108, the shares in the Company shall be transferred in the form as provided in Table A of Schedule I of the Companies Act 1956.
- (A) Notwithstanding anything contained in the Articles of Association, in the case of transfer of shares / debentures or other marketable securities, where the Company has not issued any certificates and where such shares or securities are being held in a Depository, the investor shall have the option to request the Company to issue Share Certificate in Physical Form at anytime, subject to the provisions of the Depositories Act, 1996.
- (B) Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares, transfer and transmission of shares shall be applicable to shares held in a Depository so far as they apply to shares held in physical form subject to the provisions of the Depositories Act, 1996 or such other regulations for the time being in force.
21. The Board may, subject to the right of appeal conferred by Section 111, 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.
22. The Board may also decline to recognise any instrument of transfer unless –

- (a) a fee of two rupees is paid to the Company in respect thereof;
 - (b) the instrument of transfer if 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
 - (c) the instrument of transfer is in respect of only one class of shares.
23. Subject to the provisions of Section 154, 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 time or for more than forty-five days in the aggregate in any year.
24. The Company shall be entitled to charge a fee not exceeding two rupees on the registration of every probate, letters of administration, certificate of death or marriage, power-of-attorney, or other instrument.
25. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.
- (2) Nothing in Clause(1) 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.
26. (1) 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.
- (2) 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.
27. (1) 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.
- (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (3) 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.

28. 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 moneys payable in respect of the share, until the requirements of the notice have been complied with.
29. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
30. 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 day so named, the shares in respect of which the call was made will be liable to be forfeited.
31. 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.
32. (1) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
 - (2) At any time before sale or disposal of aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
33. (1) A person whose share 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 moneys which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
 - (2) The liability of such person shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.
34. (1) 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.
 - (2) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed.

- (3) The transferee shall thereupon be registered as the holder of the share.
 - (4) The transferee shall not 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 forfeiture, sale or disposal of the share.
35. 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.
- 35(A) (i) Notwithstanding anything contained in these Articles, a shareholder or debentureholder of the company may at any time nominate in the form and manner prescribed by the company in accordance with the rules if any framed by the Central Government under Section 109A of the Act, a person to whom his shares in, or debentures of, the company shall vest in the event of his death.
- (ii) Where the shares in, or debentures of, the company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or debentures of the company shall vest in the event of death of all the joint holders.
- (iii) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in or debentures of the company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in or debentures of the company, the nominee shall on the death of the shareholder or the debenture holder of the company, or as the case may be, on the death of the joint holders become entitled to all the rights in the shares or debentures of the company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.
- (iv) Where the nominee is a minor, it shall be lawful for the holder of the shares, or holder of debentures to make the nomination to appoint in the prescribed manner any person to become entitled to shares in or debentures of the company, in the event of his death, during the minority.
36. The Company may, by ordinary resolution –
- (a) convert any paid-up shares into stock; and
 - (b) reconvert any stock into paid-up shares of any denomination
37. 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.

38. 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.
39. Such of the regulations of the Company (other than those relating to share warrants) as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
40. The Company may issue share warrants subject to, and in accordance with, the provisions of Section 114 and 115; and accordingly and Board may in its discretion with respect to any share which is fully paid-up, on application in writing signed by the person 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.
41. (1) The bearer of a share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a Meeting of the Company and of attending, and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the shares included in the deposited warrant.
 - (2) Not more than one person shall be recognized as depositor of the share warrant.
 - (3) The Company shall, on two days written notice, return the deposited share warrant to the depositor.
42. (1) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend or vote or exercise any other privilege of a member at a Meeting of the Company or be entitled to receive any notices from the Company.
 - (2) The bearer of a share warrant shall be entitled in all other respects to the same privilege and advantages as if he were named in the Register of Members as the holder of the shares included in the warrant, and he shall be a member of the Company.
43. The Board may, from time to time, make rules as to the terms on which (it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.
44. 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, subject to the provisions of these Articles and of the Act, the shares including any shares forming part of any increased capital of the Company shall be under the control of Directors who may allot or otherwise dispose of the same to such persons in such proportion, on such terms and conditions, and at such times as the Directors think fit and subject to the sanction

of the Company in General Meeting with full power, the Board of Directors may give to any person the option to call for or be allotted shares of any class of the Company either at a premium or at par or at discount and such option being exercisable at such time and for such consideration as the Directors think fit. The Board shall cause to be filed the returns as to allotment provided for in the Act.

- 44(A) In addition to and without derogating from the powers for that purpose conferred on the Board in accordance with these Articles, the Company in General Meeting may, by a special resolution subject to the provisions of the Act, determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or not) in such proportion and on such terms and conditions and either (subject to compliance with the provisions of the Act) at a premium or at par or at a discount, as such General Meeting shall determine and with full power to give to any person the option to call for or to allot shares of any class, of the Company either (subject to compliance with the provisions of the Act) at a premium or at par or at a discount, such option being exercisable at such time and for such consideration as may be directed by such General Meeting or the Company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares.
- 44(B) Notwithstanding anything contained in Section 79 of the Act, the Company may issue sweat equity shares of a class of shares already issued subject to the conditions that –
- (a) the issue of sweat equity shares is authorised by a special resolution passed by the Company in the General Meeting;
 - (b) the resolution shall specify the number of shares, current market price, consideration, if any and the class or classes of Directors or employees to whom such equity shares are to be issued;
 - (c) the sweat equity shares of the company shall be issued in accordance with regulations made by the Securities & Exchange Board of India (SEBI) and the Stock Exchanges in this behalf.
 - (d) All the limitations, restrictions and provisions relating to equity shares shall be applicable to sweat equity shares issued by the company.

For the purpose of this clause, “Sweat Equity Shares” means equity shares issued by the Company to employees or directors at a discount or for consideration other than cash for providing know-how or making available rights in the nature of intellectual property rights or value additions by whatever name called.

45. 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) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum, subject nevertheless, to the provisions of Clause (d) of Sub-section (1) of Section 94:
- (c) cancel any shares which, at the date of the passing of the resolution, have not been taken of agreed to be taken by any person.

46. (1) The Company may, by special resolution, reduce in any manner, subject to any authorizations and approvals required by law -
 - (a) its Share Capital
 - (b) any Capital Redemption Reserve Account; or
 - (c) any Securities Premium Account
- (2) Notwithstanding Clause (1) above, any amounts standing to the credit of the Securities Premium Account may also be utilized, other than for capitalization, for any of the purposes in accordance with the provisions of law.
47. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
48. (1) The Board may, whenever it thinks fit, call an Extraordinary General Meeting.
- (2) If at any time there are not within Indian Directors capable of acting who are sufficient in number to form a quorum, 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.
49. (1) 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.
- (2) The quorum shall be such No of members as may be prescribed in the Companies Act, 2013 for time to time.
50. The Chairman, if any, of the Board shall preside as Chairman at every General Meeting of the Company.
51. If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the Meeting, or is unwilling to act as Chairman of the Meeting, the Directors present shall elect one of their members to be Chairman of the Meeting.
52. If at any Meeting no Director is willing to act as Chairman of it or no Director is present within fifteen minutes after the time appointed for holding the Meeting, the members present shall choose one of their members to be Chairman of the Meeting.
53. (1) The Chairman may, with the consent of any Meeting with a quorum is present, and shall, if so directed by the Meeting, adjourn the Meeting from time to time and from place to place.
- (2) No business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- (3) 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.
- (4) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

54. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands place, or at which the poll is demanded, shall be entitled to a second or casting vote.
55. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
56. 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 as laid down in Section 87.
57. 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. For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.
58. 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.
59. 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.
60. (1) 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.
(2) Any such objection made in due time shall be referred to the Chairman of the Meeting, whose decision shall be final and conclusive.
61. The instrument appointing a proxy and the power of attorney or other authority, if any under which it is signed or a notarially certified copy of that power of authority, shall be deposited at the Registered Office of the Company not less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument purposes 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.
62. An instrument appointing a proxy shall be in either of the forms in Schedule IX to the Act or a form as near thereto as circumstances admit.
63. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its Office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

64. The Maximum number of directors shall be such number of directors as may be permissible under applicable provision of the Companies Act, 2013 as may be amended from time to time.
65. The first Directors of the Company shall be:
1. Thiru KALPATHI S. SURESH
 2. Thiru KALPATHI S. AGHORAM
 3. Thiru KALPATHI S. GANESH
66. The Chairman and Managing Director shall have the power to manage the affairs of the Company on a day to day basis.
67. The Chairman and the Managing Director of the Company is authorised to borrow moneys on behalf of the Company from Banks, Financial Institutions or others with or without security and have the power to offer as security (movable or immovable properties) assets of the Company and shall have the power to execute deed of mortgage, agreement or other documents for purposes of securing the assets or property as the case may be in respect of loan availed of on behalf of the Company.
68. The Chairman and the Managing Director shall have the power to deal directly for the purchase, import, export of machinery and assets or other material for the purpose of business of the Company and for that purpose to incur necessary expenses therefor.
69. The Chairman and the Managing Director shall have the power to appoint Officers or other employees and also fix the terms of appointment of such staff or employees.
70. The Chairman and the Managing Director shall have the power to appoint selling agents, commission agents, or brokers and agents in the conduct of the business of the Company and also fix the terms of such appointment from time to time.
71. The Board of Directors may fix the remuneration payable to the Managing Director and other Directors from time to time, subject to the provisions of the Companies Act, 1956.
72. The Board of Directors shall have the power to nominate one or more amongst them to carry out specific duties in relation to the management or other affairs of the Company and shall also; at the request of the Managing Director appoint one or more Directors to assist the Managing Director in the discharge of his duties. The remuneration for such services shall be fixed by the Board of Directors from time to time.
- 72A. **Amendments Pursuant to the Debenture Trust Deed**
1. **Appointment of nominee Director**
 - 1.1. The Debenture Trustee (acting on the instructions of the relevant Debenture Holders herein) shall be entitled to appoint such number of nominee(s) on the Board of the Company (**Nominee Director**) for each such series of Debentures so as to attain

majority on the Board of the Company, in accordance with Applicable Laws, upon the occurrence of:

- (a) 2 (Two) consecutive defaults in payment of interest on the Debentures to the relevant Debenture Holders (unless waived by such Debenture Holder in writing);
- (b) a default in creation of any Transaction Security under a Security Document;
- (c) a default in the redemption of the Debentures in the manner prescribed under this Deed; and
- (d) such event(s) has/ have not been cured within the Default Cure Period (where capable of being cured),

1.2. Company shall appoint such Nominee Director(s) on its Board at the earliest and not later than 1 (One) month from the date of receipt of nomination from the Debenture Trustee.

1.3. The Nominee Director(s) shall:

- (a) not be required to hold qualification shares nor be liable to retire by rotation;
- (b) be entitled to receive such remuneration, fees, commission and monies as paid by the Company to its other non-executive Directors;
- (c) not be liable to incur any expenses in connection with his/ her appointment of directorship and any such expenditure incurred by the Debenture Holders, Debenture Trustee and/or the Nominee Director shall be borne and payable by the Company;
- (d) be appointed as a member of committees of the Board, if so desired by the Debenture Holders/Debenture Trustee (acting on the instructions of the relevant Debenture Holders);
- (e) be entitled to furnish to the Debenture Holders and Debenture Trustee, a report of the proceedings of all such meetings and the Company shall not have any objection to the same; and
- (f) be entitled to all the rights, privileges and indemnities of other directors of the Company including the sitting fees (as are payable by the Company to the other directors).

1.4. Company and HDT Nominee Directors

- (a) Notwithstanding anything to the contrary contained hereinabove, the Debenture Holders shall have a right (but not the obligation) to appoint 1 (one) nominee director each at any time until the Debenture Maturity Date on

the board of the Company to attend the board meetings and all meetings of all committees and sub-committees of the board.

- (b) The Debenture Holders may at any time withdraw the nomination of the respective nominee director appointed by them and, if desired, nominate another in their place for the appointment, subject to compliance with Applicable Law.

2. Covenants

Notwithstanding anything contained in these Articles, the Company shall not, undertake any transactions other than as permitted under the Transaction Documents without the prior written approval of the Debenture Trustee (acting on behalf of the Debenture Holders):

- a. amend the joint development agreement dated 4 April 2022 and/or its Supplemental Agreement dated 14th March, 2025 between the Company and the Developer for development of Project Casagrand Mercury - Phase 3;
- b. modify the sales agreement with end users for sale of units under Project Casagrand Mercury - Phase 3;
- c. change the control and operation of the Company Accounts;
- d. None of the Obligors shall take, or omit to take directly or indirectly, any action whereby the percentage shareholding (on a fully diluted basis) of such Obligor in the Company falls below the percentage shareholding as set out in the Debenture Trust Deed, except with the prior written consent of the Debenture Holders; and/ or
- e. such other matters as set out in the Debenture Trust Deed.

3. Platex Limited and Mrs. Jhansi Sureddi shall continue to be the promoters of the Company during the tenure of the Debentures.'

4. The Company shall not change or appoint new auditors during the tenure of the Debentures without prior consent of Debenture Holders and in accordance with the Companies Act, 2013.

5. The Obligors covenant that from the execution date of the Debenture Trust Deed, their percentage shareholding (on a fully diluted basis) in the Company shall not fall below their percentage shareholding as set out in the Debenture Trust Deed except with the prior consent of the Debenture Holders.

7. The Company shall not undertake any act or omit any act that would be in contravention with its obligations under the DTD.

- 72B. (1) Subject to the provisions of the Act, the Board of Directors shall decide all matters by the affirmative vote of a simple majority of the Directors present at a meeting duly convened having the requisite quorum or by circular resolution sent to each Director (where a circular resolution is permitted by Indian law).
- (2) Without prejudice to the generality of the foregoing, and subject to the quorum requirements under the Act, the following matters shall not be approved by the Board if the Debenture Director(s) does not consent for the same:
- a. any material change in its business as stated in the main object clause of the Memorandum of Association or extend the business or diversify into new areas of business;
 - b. participation in any kind of joint ventures, collaborations and/or partnerships, consideration of any proposal for acquisition or merger/amalgamation (including any documents), or any decision to commence any new business activity or to cease any existing business activity;
 - c. execution of development agreements or arrangements whatsoever in nature for the purpose of extracting any immovable property owned by the Company and/or confer any right in immovable property owned by any person;
 - d. consenting to participation in a scheme of merger/ amalgamation or any other arrangement of any entity in which it holds any security and/or any of the affiliates of the Company;
 - e. incurring any further indebtedness, liabilities or obligations or enter into contracts, leases, licenses, instruments, commitments (oral or otherwise) for an amount in excess of INR 10,000,000 (Ten Million Only) per transaction or INR 100,000,000 (One Hundred Million Only) in the aggregate per annum or not terminable upon 30 days notice;
 - f. any issuance of Securities;
 - g. any borrowings by the Company in the form of loans, bonds or debentures or otherwise incurring any obligation including giving/receiving guarantees, document of comfort or accommodation and/or agreeing to any negative lien or pledge and creating charge or any encumbrance over any assets of the Company;
 - h. disposal of or creation of any Encumbrance or Security Interest on the whole or any part of its assets owned by it in favour of any entity;
 - i. as regards any Encumbrance or collateral or negative pledge etc. for the benefit for the Company or subsidiary, agreeing to any release, waiver or modification thereof or abstaining from doing the same;
 - j. effecting any increase in, alteration or reduction of its capital structure;
 - k. declaration or payment of any dividend;
 - l. investment in any other corporation, enter into any partnership, trust, joint venture, association or other entity;
 - m. making any loans or advances to any person directly or indirectly;
 - n. making any credit or loan/advances or finance to any of the subsidiaries of the Company, directly or indirectly;
 - o. changing its accounting policies or procedures;
 - p. adoption of accounts;
 - q. in case of an investment, including by way debentures, permit the exercise and enforcement of any powers by the investor, including a debenture holder, in

his capacity as investor as regards any encumbrance or collateral or negative pledge etc., for the benefit of the Company or subsidiary, agreeing to any release, waiver or modification thereof or abstaining from doing the same;

(3) For the purposes of this Article:

(a) "Encumbrance" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title, retention or any other security agreement or arrangement;

(b) "Securities" means:

(i) any instrument in the nature of equity shares, preference shares, debentures, warrants, options or otherwise,

(ii) any rights to subscribe, commitments, agreements, understandings or arrangements, of any nature whatsoever issued or entered into by or binding upon the Company that:

(A) can be converted into or exchanged for or which entitle or may entitle any person to subscribe to or receive any instrument in the nature of those set out under (a) above, at present or at a later date; or

(B) which require or may require the Company to issue and/ or exchange or procure the exchange of any instrument in the nature of those set out under (a) above or any instrument or rights convertible into or exchangeable for or rights to purchase or acquire instrument in the nature of those set out under (a) above;

(c) "Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring a security interest."

73. (a) Subject to the provisions of Section 197A of the Companies Act, 1956 Manager or Secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit and any Management Secretary as so appointed may be removed by the Board.

(b) A Director may be appointed as Manager or Secretary.

74. The Sitting Fees payable to each of the Non-Executive Directors for attending the Meeting of the Board of Directors or any of its committees shall be a sum not exceeding the sum prescribed under the provisions of the Companies (Central Government's) General Rules and Forms, 1956 or as amended from time to time. They shall also be entitled to reimbursement of traveling expenses and halting charges incurred by them."

(a). The Company shall have the power to hold Board or Committee meetings through the means of video or tele-conferencing, and also allow Directors to participate in the Board or

Committee meetings through the means of video or tele-conferencing, subject to the applicable provisions, if any, of the Companies Act, 1956 and other regulatory provisions, if any, and all relevant articles dealing with Board or Committee meetings shall be read “mutatis mutandis”.

75. (a) Subject to the provisions of the Companies Act, 1956, the Board of Directors may, from time to time at their discretion by resolution passed at a Meeting of the Board borrow or secure the payment of any sum or sums of money for the purpose of the Company. The Board of directors may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by issue of bonds, perpetual or redeemable debentures stock, any mortgage, charge or other security on the undertaking of the whole or any part of the property of the Company, both present and future, including its uncalled capital, for the time being.
- (b) The Board of Directors may authorise the Managing Director to exercise the borrowing powers aforesaid from time to time on such conditions they deem fit.
76. Subject to the provision of Section 166 to 169 of the Companies Act, 1956, the Board of Directors of the Company shall have authority to convene General Meetings of the Company and to fix the date, time, place and agenda of such Meetings.
77. Shares in the Company be allotted to minors provided the shares are fully paid up and the share certificates is issued in the name of the guardian on behalf of minors.
78. The Directors shall be liable for retirement by rotation as per the provisions of the Companies Act, 2013. Notwithstanding anything to the contrary contained herein, No Managing Director/ whole time director/ Independent director, Nominee director and small shareholder director shall be liable to retire by rotation.. No share qualification is required for becoming a Director in the Company.
- 78A. The Managing director can also be appointed or reappointed as chairman & Managing Director of the company.
79. Subject to the provisions of the Section III of the Act the Board may, at any time, in their absolute discretion and without specifying any grounds decline to register any proposed transfer of shares within one month from the date of which the instruments of transfer was delivered to the Company, provided that registration of a transfer shall not be refused on the ground of the transfer being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever. The Board of Directors shall not however refuse to register a transfer in favour of a person who is already a member of the Company.
80. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
81. The Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
82. (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper 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 equalising 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, think fit.

- (2) The Board may also carry forward any profits which it may think prudent not to divide, without setting them aside as a reserve.
83. (1) 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.
- (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulations paid on the share.
 - (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
84. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
85. (1) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct.
- (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
86. Any one of two or more joint holders of a share may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.
87. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
88. No dividend shall bear interest against the Company.
89. (1) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors.
- (2) No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting.

90. (1) The Company in General Meeting may, upon the recommendation of the Board, resolve –
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - (b) that such sum be accordingly set free for distribution in the manner specified in Clause(2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in Clause (3) either in or towards:-
- (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (ii) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportion aforesaid; or
 - (iii) partly in the way specified in Sub-clause (i) and partly in that specified in Sub-Clause (ii).
- (3) A share premium account and a capital redemption reserve account may, for the purpose of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
91. (1) 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 capitalised 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.
- (2) The Board shall have full power —
- (a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in the case of shares or debentures becoming distributable in fractions; and also
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for all allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing share.

- (3) Any agreement made under such authority shall be effective and binding on all such members.
92. (1) 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.
- (2) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be dividend as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (3) 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 as the liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any share or other securities whereon there is any liability.
93. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 633 in which relief is granted to him by the Court.
94. In case, the Union Government or any State Government, or the Industrial Development Bank of India, or Industrial Finance Corporation of India, or the Industrial Credit and Investment Corporation Limited, or the Tamil Nadu Industrial Investment Corporation Limited, or the Tamil Nadu Industrial Development Corporation Limited, Nationalised Banks or Insurance Companies, or any other Financial Institutions grants, loans or accepts participation in the capital and direction of the Company such Government or Corporations or Financial Institutions shall be entitled so long as the Company is indebted to such Government or Corporations or other Financial Institutions continues to be interested, nominate from time to time, and to substitute in the place of such nominees one more individual as Director, subject to the approval of the Central Government and the Board of Directors of the Company, to protect the interest of each such Governments or Corporation or other Financial Institutions or the Board of Directors of the Company and while holding such office the nominees may not be liable to retire by rotation and may not be required to hold qualification shares if any.
95. Unclaimed dividend will not be forfeited except in terms of the provisions of Section 205A of the Companies Act, 1956.
96. No option or right to call of Shares shall be given to any person except with the sanction of the Company in General Meeting.
97. Every officer or Director or Agent, for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the court.

Subject to Section 201 of the Act, no Director or other officer of the Company shall be liable for the acts, receipts, neglects, defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from bankruptcy, Insolvency or tortuous act of any person with whom any moneys, securities or effect shall be deposited or for any loss occasioned by any error or judgment or oversight on his part, or for any other loss, damage or misfortune whatever, which shall happen in the execution of the duties of this officer or in relation thereto.

98. The Debenture Director, shall be indemnified and saved and kept harmless from and against any and all claims, liabilities, damages, acts, omissions, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties, legal or other costs and expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the directors arising out of or in connection with him acting as Debenture Director of the Company, subject to limitations, if any, imposed by any law.
99. The Debenture Director shall further not be liable for the acts, receipts, negligence or defaults of any other directors or officers or for joining in any act for conformity for any loss or expenses incurred by the Company through the insufficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damages arising from the bankruptcy or insolvency or tortuous act of any Persons with whom any moneys, securities or effects shall be deposited or for any loss occasioned by any error of judgment, omission, default or oversight on their part or for any other loss, damage or misfortune whatever, which shall happen in relation to the execution of the duties of their office or in relation thereto, subject to the limitations, if any, imposed by any law. The Debenture Director shall be covered under valid Directors' and Officers' insurance maintained, if any, by the Company.

Sl. No.	Signatures, Names, Addresses, Description and Occupations of Subscribers	Signature, Name, Address, Description and Occupation of the Witness
1.	Sd/- KALPATHI S. SURESH 54, Thirumalai Road, T.Nagar, Madras - 17. Director	
2.	Sd/- KALPATHI S. AGHORAM 54, Thirumalai Road, T.Nagar, Madras - 17. Director	sd/- S. Neelakantan, 67, Usman Road, T. Nagar, Madras - 17. Chartered Accountant
3.	KALPATHI S. GANESH 54, Thirumalai Road, T.Nagar, Madras - 17. Director	

