

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U70103MH2012PTC231662

मैसर्स Taquito Hospitality Private Limited

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
Taquito Hospitality Private Limited

जो मूल रूप में दिनांक तीस मई दो हजार बारह को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
Taquito Hospitality Private Limited

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.6.1985 एस्. आर्. एन्. B98588254 दिनांक 21/03/2014 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
Taquito Lease Operators Private Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र मुंबई में आज दिनांक इक्कीस मार्च दो हजार चौदह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U70103MH2012PTC231662

In the matter of M/s Taquito Hospitality Private Limited

I hereby certify that Taquito Hospitality Private Limited which was originally incorporated on Thirtieth day of May Two Thousand Twelve under the Companies Act, 1956 (No. 1 of 1956) as Taquito Hospitality Private Limited having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B98588254 dated 21/03/2014 the name of the said company is this day changed to Taquito Lease Operators Private Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Mumbai this Twenty First day of March Two Thousand Fourteen.

Registrar of Companies, Maharashtra, Mumbai

कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

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

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

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

Taquito Lease Operators Private Limited
86, Mirza Street, 4th Floor,, Venkatesh Bhavan, Kalbadevi,
MUMBAI - 400025,
Maharashtra, INDIA





प्रारूप 1

पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U74999MH2012PTC231662

2012 - 2013

मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स

Taquito Hospitality Private Limited

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

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

Form 1

Certificate of Incorporation

Corporate Identity Number : U74999MH2012PTC231662

2012 - 2013

I hereby certify that Taquito Hospitality Private Limited is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given at Mumbai this Thirtieth day of May Two Thousand Twelve.

Signature Not Verified
Digitally signed by Pratik Marpalli
Rajgharshree
Date: 2012.05.30 14:34:46
GMT+05:30

Registrar of Companies, Maharashtra, Mumbai

कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

*Note: The corresponding form has been approved by SUDHAKAR TULASHIRAM BHOYE, Assistant Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006. The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

Taquito Hospitality Private Limited

C - 2701 / 2 Beau Monde,, Appa Saheb Marathe Marg, Prabhadevi,,

Mumbai - 400025,

Maharashtra, INDIA



COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF
TAQUITO LEASE OPERATORS PRIVATE LIMITED¹

- I. The name of the Company is **TAQUITO LEASE OPERATORS PRIVATE LIMITED.**
- II. The Registered Office of the Company will be situated within the State of Maharashtra, i.e. within the jurisdiction of Registrar of Companies, Mumbai.
- III. The Objects for which the Company is established are: -

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

1. ²To carry on in India or abroad the business of acquiring and dealing in the residuary interest in all types and kinds of properties, equipment's and assets, renting out or letting on hire of all kinds of equipment, properties, assets, appliances, apparatus and gadgets its related products or peripherals or any and all kinds and descriptions to various customers, providing, offering customized rental solutions and provide services on assets life cycle management, assets tracking managing assets infrastructure, installation, implementation, upgradation, maintenance and replacement of all kinds of equipment, properties, assets, appliances, apparatus and gadgets its related products or peripherals or any and all kinds and descriptions.

- 1A ³To purchase, import, acquire, lease, license, rent, market, distribute, install, sell, export, buyback, repurchase or otherwise deal in all kinds of properties, assets, equipment, appliances, apparatus and gadgets its related products or peripherals of any and all kinds and descriptions.

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

2. To establish and maintain agencies or appoint representative, franchisees, brokers in India, or abroad for sale, purchases exchange, deal in products of the Company or for any one or more objects of the Company and to regulate and discontinue the same.
3. To procure, develop, import, lease, obtain on licence, develop and deal in computer software, articles, equipment, technology, processes, intellectual property rights and things of all kinds capable of being used or which can conveniently be dealt in by the Company in connection with any of its objects.
4. To amalgamate, or enter into partnership or into any arrangement for sharing profit, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, firm or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or to purchase from such company its business as a going concern and/or its assets, including but not limited to necessary licenses, permits and other rights of such company.

¹ Amended vide Special Resolution passed at the Extra Ordinary General Meeting held on 10th March 2014

² Replaced vide Special Resolution passed at the Extra Ordinary General Meeting held on 10th March 2014

³ Inserted vide Special Resolution passed at the Extra Ordinary General Meeting held on 10th March 2014

5. To take or otherwise, acquire and hold, re-sale, dispose off shares in any other company having objects altogether or in part similar to those of the company or carrying on any business capable of being conducted so as to directly or indirectly benefit the Company.
6. To appoint consultants, accountants, analysts, professionals, contractors, managers, canvassers, agents, advertising agencies and other persons and to establish, undertake, transact, execute, and maintain agencies or branches in any part of India or elsewhere for the purpose of the Company's business and to discharge and to discontinue the same.
7. To engage any person, firm or company for rendering professional, technical, consultancy or advisory services to the Company and to remunerate any such person, firm or company as may be thought expedient.
8. To negotiate and enter into agreements and contracts with such other individuals, companies, corporations and also organisations in India or abroad for obtaining or providing technical, management, advisory, financial or any other such assistance for carrying out all or any of the objects of the Company and also for the purpose of activating surveys, research and development of projects on the basis of know-how, financial participation and for technical collaboration and to acquire or provide necessary intellectual property rights for furthering the objects of the Company.
9. To purchase or take on lease or license or in exchange, hire or otherwise acquire and to erect, maintain, construct, reconstruct, and adopt any equipment, offices and any other kind of real and personal property, whether movable or immovable, necessary or convenient for the purpose of the business of the Company and for that purpose to enter into any Agreement, Deed of Sale or any kind of arrangement with any party and to create any kind of fund (depreciation, reserve, sinking, insurance) or any other fund for repairing, maintaining, extending, improving or replacing its assets/ properties and also to extend, expand, develop the business of the Company by adding or altering, enlarging all or any of the offices, equipment and stock in trade for the time being the property of or in possession of the Company and by expending from time to time, such sums of moneys as may be necessary or expedient for the purpose of improving, repairing and maintaining the buildings, equipment and any of the property for the time being of the Company.
10. To exchange, sell, convey, mortgage, assign or let on lease or leases, grant licenses, easements and other rights over and in any other manner deal with or dispose off the whole or any part of the property, undertaking, assets, rights and effects of the Company (whether movable or immovable) and to accept as consideration for or in lieu thereof other land or building or equipment or cash or Government securities or securities guaranteed by the Government of India or Provincial or other Government or Municipal, Port Trust, Railways or other authority or shares, debentures, stocks, bonds or securities of any other company or companies or partly the one or partly the other and to take back or reacquire any property so disposed off by repurchasing or leasing the same for such price or prices and on such terms and conditions as the Company may think fit.
11. To apply for, purchase or otherwise acquire and protect, prolong and renew whether in India or in any part of the world, for the purpose of using in its business, any patents, patent rights, copy rights, technology, processes, designs, licenses, concessions and the like, conferring any exclusive or non-exclusive or limited right to use any secret technical or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may directly or indirectly benefit the Company.
12. To apply for, purchase or otherwise acquire and protect, prolong and renew whether in India or in any part of the world, for the purpose of using in its business, any, trade marks, service marks, brand names and the like.
13. To undertake the payment of all rent and the performance of all covenants, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or be otherwise acquired by the Company.

14. To purchase the reversion or reversions or otherwise acquire the freehold rights in all or any part of the lands for the time being held under lease or for an estate less than a freehold estate by the Company.
15. To enter into any arrangements with any Government Authorities (Central, State, Municipal, local or others) or company (whether incorporated in India or outside India) firm or person that may seem conducive to the attainment of Company's objects or any of them and to obtain from any such Government or other authorities any orders, charters, licenses, authorisations, rights, privileges, consents, approvals and concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges, consents, approvals and concessions.
16. To undertake or take part in the formation, supervision or control of the business or operations of any person, firm, body, corporation and to promote or form any company or companies for the purpose of acquiring all or any part of the property rights and liabilities of the Company or undertaking any business or operations or for any other purpose which may appear likely, directly or indirectly, to assist or benefit the Company or to acquire and undertake the whole or any part of the business, goodwill, property and liabilities of other persons, firms and companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on any business which this Company is authorised to carry on or possessed of any property or rights suitable for the purposes of the Company by paying or contributing towards the preliminary expenses thereof or providing the whole or part of the capital thereof or by taking shares therein or by lending money or by otherwise providing lawful consideration.
17. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
18. To accept commissions and to employ and remunerate experts or other agents in connection therewith with a view to secure any of the objects of the Company.
19. To lend money to any person on such terms as may seem expedient and in particular to members of the staff, customers and others having dealings with the Company and to guarantee the performance of contracts and engagements by any such persons.
20. To apply for, promote and obtain any order, license or consents of the Central/State Government or other Authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated, directly or indirectly to promote the Company's interests and to oppose any proceedings directly or indirectly that are likely to prejudice the Company's interests.
21. To adopt, carry out or give effect to any pre-incorporation or post-incorporation agreements, arrangements or any modifications or amendments thereto, arrived at between the Company's shareholders, promoters and/or any Government Authority (Central, State, Municipal, local or other), company (whether Indian or Foreign) firm or person for promotion of the Company, provision of financial and technical know-how to the Company and or in respect of any matters concerning the affairs and business of the Company.
22. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal in cheques, drafts, bills of exchange, promissory notes, hundis, debentures, bonds, bills of lading, airway bills, railway receipts, warrants and other negotiable or transferable instruments.
23. To open an account or accounts with any individual firm or company or with any bank or banks and to pay into and to withdraw money from such account or accounts.
24. To remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place or guaranteeing of any of the shares in the Company's capital or any debentures or debenture stocks or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

25. To distribute any of the property of the Company or any proceeds of sale or disposal of any property in specie or kind among the members, subject to the provisions of the Companies Act, 1956, in the event of winding up of the Company.
26. To pay out of the funds of the Company all expenses of and incidental to the formation, registration, advertisements and establishment of the Company.
27. To create any reserve fund, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, insuring, improving, extending or maintaining any of the property of the Company or for any other purpose, conducive to the interest of the Company.
28. To distribute as bonus shares amongst the members or to place in reserve or otherwise to apply as the Company may from time to time determine, any moneys received in payment of forfeited shares and moneys arising from the sale by the Company of forfeited shares or any moneys received by way of premium on shares or debentures issued at a premium by the Company.
29. To establish and maintain or procure for the establishment and maintenance of any contributory or non-contributory pension or superannuation, provident or gratuity funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances, bonus or emoluments to any persons who are or were at any time in the employment or service of the company, or any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company of any other such company as aforesaid and the wives, widows, families and dependents of any such persons and also to establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any such other Company or persons as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and to do any of the matters aforesaid, either along or in conjunction with any such other company as aforesaid.
30. To build, manufacture, purchase, lease, rent, maintain, repair, replace, remove, construct, overhaul satellite dishes, v-sat, transponders, computer hardware, transmitters, receivers, connections and cables.
31. To undertake jobs, or divisible or indivisible works contracts, in which the parts, components, accessories, products and instruments are to be employed together with the deployment or employment of the requisite personnel, labour, expertise, technical know-how and accumulated experience and skills.
32. To second, arrange, procure, give on hire for consideration, the services of skilled and unskilled employees of the Company for financial, management advisory and technical services, customer relationship management, compliance checking services, data processing and analysis, accounting, bookkeeping, to act as technology and engineering consultants and to provide training and human resource related services.
33. To train or pay for the training in India or abroad of any of the Company's employees or any candidate in the interest of or for the furtherance of the Company's objects and to employ or retain experts to further the interest of the Company and to remunerate such experts.
34. To promote any company or companies, whether in India or abroad which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation.
35. To give any guarantee or indemnity for the payment or the performance of any obligation or undertaking.
36. To make advance upon or for the purchase of materials, goods, equipment, stores and other articles or services required for the purpose of the Company.

37. To give any guarantee in relation to the payment of any debentures, debenture-stocks, bonds, obligations or securities and to guarantee the payment of interest thereon or of dividends on any stock or share of the Company.
38. To establish, undertake, transact, execute, and maintain agencies or branches in any part of India or elsewhere or to enter into any contracts or arrangements with individuals, companies, associations or boards in and outside India for the conduct of the business of the Company.
39. To act as principals, agents, contractors, trustees or otherwise and either by or through agents, trustees, subcontractors or otherwise and either alone or in conjunction with others and to do all such things as are incidental or conducive to the attainment of the main objects of the Company.
40. Subject to the provisions of section 293A of the Act, to subscribe, contribute, gift or donate any moneys, rights or assets for any national, educational, religious, charitable, scientific, public, general or useful object or to make gifts or donations of moneys or such other assets to any institutions, clubs, societies, associations, trusts, scientific research associates, funds, universities colleges or any individual, body of individuals, or bodies corporate.
41. Subject to the provisions of section 292 and 58A of the Companies Act, 1956 and the Regulations made thereunder and as per directives of the Reserve Bank of India, to borrow or raise or secure the payments of money or to receive money other than public deposits on deposit at interest for any of the purposes of the Company and at such time or times and in such manner as may be thought fit in particular by the issue of debentures or debenture-stock, perpetual or otherwise, including debentures or debenture-stock convertible into shares of this or an other company or perpetual annuities and as security for any such money so borrowed, raised or received or of any such debentures or debenture-stock so issued, to mortgage, pledge or charge the whole or any part of the property, assets, or revenue and profits of the Company, present or future including its uncalled capital, by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off any securities. PROVIDED that, the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.
42. Subject to the provisions of the Companies Act, 1956, to sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
43. To acquire, undertake promote, run, manage, own, lease, convert, build, develop, commercialize, handle, operate, renovate, construct, maintain, improve, exchange, furnish, recondition, hire, let on hire, develop, consolidate, subdivide and merge, de-merge, organize, hotels, restaurant, cafes, taverns, rest houses, tea and coffee houses, beer house bars, flight kitchen, lodging, housekeepers, refreshment rooms, night clubs, cabarets, swimming pools, lodges, apartments, house keepers, cottage or grocers, poultries, green grocers, license victual ere, discotheque, banquet halls, dressing rooms, laundries, hair dresser shops, stores, libraries, writing and newspaper rooms, places of amusement, recreations, art galleries, sports, entertainment, health clubs, agencies, motor cabs, produce, process, buy, sell, import, export, service, wholesale, retail, pack, repack, or otherwise to deal in all kinds of vegetarian foods, non-vegetarian foods, beverages, wines, waters, purveyors, cigarette, soft drinks, ice creams, juices, cosmetics, clothes, provisions, spices and allied goods, materials, substances, consumables and preparations connected thereto and to study, analyze, formulate, means and methods of acquiring, constructing, developing, establishing, extending, improving, operating, servicing, all types of hotels, lodges, motels, resorts, inns, by whatever name called including object planning and evaluation, feasibility studies, operators research and matters relating thereto and to provide investment advisory services and/or other services in relation to any activities mentioned herein and to provide reservation services, operate reservation systems in respect of any type of hotels, motels, serviced apartments, long stay apartments and such other staying accommodation and to do all other related activities thereto and to

provide and deal in all types of conveniences, amenities and facilities in any type of hotel, motel, long stay apartments, serviced apartments, or any other property of similar nature used or to be used by the Company in its business.

(C) OTHER OBJECTS:

44. To act as consultants and advisors in relation to any and all objects of the Company, including processing of various food products, retailing, whole selling, setting up of distribution chains and other related fields.
45. To purchase, sell, market, import, export and otherwise deal with all types of software and hardware and to render services in that behalf.
46. To act as agents and brokers for sellers, buyers, exporters, importers, merchants, manufacturers, tradesmen, insurers and others and to undertake and carry out agency work of any kind whatsoever and transact all manners of agency and clearing and forwarding agents.
47. To produce, manufacture, purchase, sell, distribute, import, export or otherwise deal in all types of activities, services or materials relating to the business of the Company.
48. To carry on the business as designer and manufacturers, buyers, sellers, assemblers, exporters and importers, distributors, agents and dealers of plant, machinery, equipment, computer systems including the peripheral equipment such as recording devices of sound on film or desk, printers, readers, magnetic or otherwise, CRT display and terminals and all other electronic components relating to computer aided manufacturing, designing or process control.
49. To carry on the business of publishing books, periodicals, magazines, journals and/or other publications on any subject and in any form and for this purpose to purchase and set up all necessary equipment and infrastructure.
50. To promote, establish, manage and maintain training centres, data processing centres, technical and financial consultancies and other services relating to financial or investment know how and information technology.
51. To carry on the business of advertising in all media including print, audio, visual, to act as advertising strategy consultants and to render consultancy services to any person firm or company in the field of copyrighting and advertising.
52. To carry on the business of manufacture and other products.
53. To carry on business of buying, selling or otherwise dealing in land (leasehold or freehold) and buildings or flats or tenements or shop, offices, and other premises in such buildings.
54. To grant leases, sub-leases or licenses in respect of land, buildings and tenements shops, offices, godowns, and other premises with or without furniture, fixtures, fittings, amenities therein.
55. To buy, purchase, sell, lease, take on lease, exchange or other wise acquire lands, buildings and hereditaments of any tenure or description in India or elsewhere for residential, business, manufacturing or other purposes, and any rights, easements, advantages, manufacturing or other purposes, and any rights, easements, advantages and privileges relating thereto and either for investment or resale or for trafficking in the same and to turn the same into account as may seem expedient, and to construct, alter, improve, decorate, develop, furnish and maintain offices, flats, houses, factories, ware-houses, godowns, shops and buildings and other structures works and convenience of all kinds of any of the lands or immoveable properties purchased or acquired by the Company and to lease, sell, deal in or to otherwise dispose of the same.
56. To carry on business as merchants, traders, commission agents, brokers, adaties or in any other capacity in India or elsewhere and to import, export, buy, sell, exchange, pledge, mortgage, advance upon or otherwise deal in goods, produce, articles and merchandise.

57. To carry on the profession of consultants or management, property and hotel consultant, taxation, financial, employment, engineering, industrial and technical matters to industry and business of and to act as employment agents, to carry on the business of printing and publishing books, magazines, journals and newspapers and to act as agents in connection therewith.
58. To establish and carry on the business of preparing, producing, processing, buying, selling, importing, exporting, servicing, wholesale, retail, packing, repacking or otherwise dealing in all kinds of vegetarian foods, non vegetarian foods, fruits, soft drinks, ice-creams, juices and other allied goods, materials, substances, consumables & preparations connected thereto and to become general vendors and distributors of all the above items through the Company owned distribution centres, kiosks, restaurants, hotels, fast food centres, juice centres, franchisee centres and such other types of outlet for distribution, marketing and sell of the above products and such other products or items associated with the above products which may be advantageously carried on by the Company and for the above purpose.
59. To establish and carry on the business of acquire, undertake, promote, run, manage, own, lease, convert, build, commercialise, handle, operate, renovate, construct, maintain, improve, exchange, furnish, recondition, hire, let on hire, develop, consolidate, subdivide & organise, hotels, restaurants, cafes, taverns, rest houses, tea and coffee houses, flight carriers, lodging house keepers, refreshment rooms with necessary amenities and to do all incidental acts and things necessary for the attainment of foregoing objects

IV. LIABILITY

The liability of the members is limited.

- V. [a]⁴ ⁵*⁶The Authorised Share Capital of the Company is Rs. 110,00,00,000 [Rupees One Hundred & Ten Crores only] divided into Rs. 11,00,00,000 [Eleven Crores Only] Equity Shares of Rs. 10/- [Rupees Ten] each with power to increase, reduce and sub-divide the share capital of the Company and divide the same into various classes of shares and attach thereto such preferential/deferred, special rights and privileges as may be determined by the Company in accordance with provisions of the Companies Act, 2013."

[b] The minimum paid up capital of the Company shall be Rs. 1,00,000/-.

⁴ Amended vide Ordinary Resolution passed at the extra-ordinary general meeting held on 16.06.2014

⁵ Amended vide Ordinary Resolution passed at the extra-ordinary general meeting held on 01.11.2014

⁶ Amended vide Ordinary Resolution passed at the extra-ordinary general meeting held on 20.12.2016

We, the several person, whose names and addresses are hereunder subscribed, are desirous of being formed into a Company in pursuance of these memorandum of association and we respectively agree to take the Number of share in the capital of the company set opposite our respective names ;

Name address/ occupation of subscribers	No of shares taken by each subscriber	Signature of subscriber	Signature/name/ address/occupation & description of witness
<p>Nishita Biyani daughter of Mr. Anil Biyani Address : 305, Jeevan Vihar, Manaw Mandir Road, Malabar Hill, Mumbai - 400006. occupation : Business.</p>	<p>5,000 (Five Thousand)</p>	<p><i>Nishita</i></p>	<p>witness to both the subscribers. Nidhi Gupta.</p>
<p>LATA BIYANI wife of : Mr. Anil Biyani Address : 305, Jeevan Vihar Manaw Mandir Road, Malabar Hill, Mumbai - 400 006 Occupation - Business.</p>	<p>5,000 (Five Thousand)</p>	<p><i>Lata Biyani</i></p>	<p>witness to both the subscribers. Nidhi Gupta.</p>
<p>Total :</p>	<p>10,000 (Ten Thousand)</p>		<p>Daughter of Mr. Omprakash Gupta. A/101, Chandrakant Residency, Admauwati Nagar, Near manaw mall, Brayandwar (west), Thane-401101</p>

date : 17/5/2012

Place : Mumbai

The Companies Act, 1956
(Company limited by shares)
Articles of Association

of

Taquito Lease Operators Private Limited¹

PRELIMINARY

- 1) Subject as hereinafter otherwise provided, the regulations contained in Table "A" in Schedule 1 of the Companies Act, 1956 shall apply to the Company so far as they are applicable to Private Companies except so far as they have been impliedly or expressly modified or excluded by the regulations hereinafter contained.

INTERPRETATION

- 2) In these regulations:
- i) The "Act" means The Companies Act, 1956 or any statutory modification or reenactment hereof for the time being in force.
 - ii) "The Company" or "This Company" means **Taquito Lease Operators Private Limited**
 - iii) "The Seal" means the Common Seal of the Company.
 - iv) "Shares" means shares in the share capital of the Company and includes stock except where a distinction between stock and share is expressed or implied.
 - v) "Registrar" means the Registrar of Companies.
 - vi) "Relative" means a relative as defined by Section 6 of the Act.

PRIVATE COMPANY

- 3) The Company is a Private Company within the meaning of Section 3(1) (iii) of Companies Act, 1956.
- a) No invitation shall be issued to the Public to subscribe for any shares in or debentures of the Company.
 - b) The number of members of the Company shall be limited to fifty not including
 - i) Persons who are in the employment of the Company, and
 - ii) Persons who having been formerly in the employment of the company were members of the Company while in that employment and have continued to be

¹ Amended vide special resolution passed at the extra ordinary general meeting held on 10th March 2014

members after the employment ceased: provided that where two or more persons hold one or more shares in the Company jointly, they shall be treated as single member.

- c) The right to transfer the shares of the Company is restricted in the manner and to the extent herein provided.
- d) Neither any invitation shall be issued nor shall acceptance of deposits be made from persons other than its directors or their relatives and members of the Company.
- 4) The Company shall have the power to alter the conditions of Memorandum related to Capital in any one or more manners as specified in Section 94 of the Act.
- 5) Subject to the provisions of Section 80 of the Act, 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 be liable to be redeemed in such manner as the Company, before the issue of the shares, may by special resolution determine.
- 6) Subject to the provisions of the Act, the Company shall have power to issue shares which may have disproportionate voting rights.

SHARE CAPITAL

- 7) The Authorised Share Capital of the Company shall be as mentioned in the Clause V of the Memorandum of Association of the Company as amended from time to time. The Company shall have power to increase and/or reduce the capital of the Company and to divide the shares in the Capital for the time being into several classes and attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company, or as may be permitted by the provisions of the Companies Act, 1956 as amended from time to time.
- 8) The minimum paid up capital of the Company shall be Rs.1,00,000/-.
- 9) The shares of the Company shall be under the control and discretion of the Directors who, may divide the shares into several classes subject to the provision herein contained and may allot, transfer or otherwise dispose of the same to such person or persons and may in their absolute discretion think fit and such shares may be issued at par or at a premium.
- 10) The Directors may, with the sanction of an ordinary resolution of the Company, increase the share capital by such a sum to be divided into the shares of such amount, as the resolution shall prescribe.
- 11) The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.
- 12) Except as required by the law, no person shall be recognised by the Company as holding any share upon trust, and the Company shall not be bound by, or be compelled to recognise any equitable, contingent, future or partial interest in any fractional part of a share or (except only as by these regulations or by law otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATES

- 13) Every person whose name is entered as a member in the Register of Members shall, be entitled to a certificate under the common seal of the Company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of 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 the several joint holders, shall be sufficient delivery to all.

LIEN ON SHARES

- 14) The Company shall have first and paramount lien upon all shares (not being fully paid up) registered in the name of any members (either alone or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities, whether presently payable or not solely or jointly with any other person to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not and such lien shall extend to all dividends from time to time declare din respect of such shares. However, the Directors may at any time declare any shares to be exempt wholly or partly from the provisions of these Articles.
- 15) The company may sell, in such manner as the Directors thinks fit, any shares on which the Company has a lien but no sale shall be made unless the sum in respect of which the lien exists is presently is payable, until the expiration of fourteen days after a notice in writing stating and demanding payment of such parts 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 persons entitled by reason death or insolvency.

CALLS ON SHARES

- 16) The board of directors may, from time to time, by resolution passed at a meeting of the Directors and not by a circular resolution, make such call as they think fit, upon the members in respect of all moneys unpaid on the share held by them respectively (whether on account of nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times and each members shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Board of Directors. A call may be made payable by instalments, and may be revoked or postponed at the discretion of the Board.
- 17) The proviso to Regulation 13 (1) of Table 'A' shall not apply and accordingly a call may exceed one-fourth of the nominal value of the share and be payable at any time regardless of the date fixed for the payment of the last proceeding call.
- 18) 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 there on from the day appointed for payment thereof to the time of actual payment at twenty four percent per annum or at such lower rate, if any, as the Board may determine.
- 19) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 20) The Board may, if it thinks fit, agree to and receive from any member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums, actually called up and upon the money so paid in advance, or upon so much thereof from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares an account of which such advance are

made, the Board may pay or allow interest, at such rate not exceeding 15% per annum as the member paying the sum in advance and the Board agree. The Board may agree to repay at any time an amount so advanced or may at any time repay the same upon giving to the member three months notice in writing, provided that moneys paid in advance of calls or any shares may carry interest but shall not confer a right to dividend or to participate in profits.

TRANSFER OF SHARES

- 21) The Directors may, at their absolute and uncontrolled discretion and without assigning any reason, decline to register or acknowledge any transfer of shares and in particular may so decline in respect of shares upon which the company has lien or whilst any member executing the transfer in either alone or jointly with any other person or persons indebted to the Company on any account whatsoever or whilst any moneys in respect of the shares desired to be transferred or any of them remain unpaid shall not be affected by the fact that the proposed transferee is already a member. If the Directors refuse to register the transfer of any share they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee and to the transferor notice of refusal.
- 22) Save as otherwise provided no share be transferred to any person who is not a member of the Company so long as any member or the family of the members or any person selected by the Board of Directors as the one desirable in the interest of the Company to admit to membership, is willing to purchase the same at the fair value to be determined in the manner hereinafter provided.
- 23) Except as hereinafter provided, no shares in the Company shall be transferred unless and until the right of pre-emption herein after conferred, shall have been exhausted.
- 24) In order to ascertain whether any member is willing to purchase a share, the person proposing to transfer the same (hereinafter called "the retiring member") shall give notice in writing (hereinafter desired as a "sale notice") to the Board of Directors that he desires to sell the same. Every sale notice shall specify the denoting number of the shares which the retiring member shall offer for sale and the sum he fixes as fair value and shall constitute the Board of Directors as agents for the sale of shares to the member or person selected by the Board of Directors at the price so fixed or at the option of the purchaser at fair value to be fixed in accordance with these Articles. No sale notice shall be withdrawn except with the sanction of the Board of Directors.
- 25) The Board of Directors shall, within 60 days after the service of sale notice find a member willing to purchase the shares comprised therein (hereinafter called "purchasing member") and shall give notice thereof to the retiring member and the retiring member shall be bound upon payment of the price fixed by him or the fair value as the case may be, to transfer the shares to such purchasing members and shall be bound to complete the purchase within 14 days from the service of such last mentioned notice.
- 26) In case any difference arises between the retiring member and the purchasing member as to the fair value of the shares, the same shall be the value which the Auditors of the Company or an arbitrator or arbitrators mutually appointed by both the retiring and the purchasing member and approved by the Board of Directors shall certify in writing to be the fair value of the shares.
- 27) In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer in his name and may give a good receipt for the

purchase price of such shares and may register the purchasing member as holder thereof and issue to him a certificate for the same and thereupon the purchasing member in such case, shall be bound to deliver his certificate, shall comprise any shares which he has not become bound to transfer as aforesaid, the Board of Directors shall give issue to him a certificate for such shares.

- 28) If the Board of Directors cannot, within the period of 60 days after the service of sale notice, find a purchasing member for all or any of the shares comprise therein and gives notice accordingly or if through no fault of the retiring member, the purchase of any shares in respect of which such last mentioned notice has been given shall not be completed, within 60 days from the service of such notice, the retiring member shall, at any time within three months thereafter, be at liberty subject to Articles 3 and 18 thereof to sell, transfer the shares comprised in his sale notice or such of them as shall not have been sold, to a purchasing member to any person at any price.
- 29) If on an offer being made by the Board of Directors to the existing members for the purpose of Article 23, members express willingness to purchase a larger number of shares than those available, the Directors shall divide such available shares as nearly as may be possible amongst members willing to purchase the same, in proportion to the shares held by each member at the time of the offer.
- 30) When in case of partly paid shares an application for registration is made by the transferor, the transfer shall not be registered, unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.
- 31) The instrument of transfer of any shares shall be signed both by transferor and the transferee, and the transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the Register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.
- 32) No shares shall in any circumstances be transferred to an insolvent or a person of unsound mind, and no shares other than fully paid-up shares shall be allotted or transferred to a minor.
- 33) No fees shall be charged by the Company for registration of transfer.

PROCEEDINGS AT GENERAL MEETING

- 34) General Meetings:
 - a) Seven days notice at least, specifying the place, the day and the hour of General Meeting (whether annual or extra ordinary) and in the case of special business, the general nature of such business, shall be given to the members in the manner hereinafter mentioned or in such other manner as may be prescribed by the Company in General Meeting, but accidental omission to give such notice to or non-receipt of such notice by any member shall not invalidate the proceedings of the General meeting. A general meeting may, with the consent of all the members, be called at a shorter notice and in such manner as the members think fit.
 - b) The provisions of Section 173 shall not apply to this Company and accordingly where any special business is to be transacted at a General Meeting, there shall be no need to annex to the notice of the meeting any explanatory statement.

- c) The provisions of Section 176(2) shall not apply.
- 35) No business shall be transacted at any general meeting unless the quorum of members is present. Two members present in person shall be a quorum for general meeting.
- 36) The Chairman of the Board of Directors shall preside at a general meeting but if at any meeting he shall not be present within 15 minutes after the time appointed for holding the same or is unwilling to preside, the members present shall choose some Director or if no Directors be present or if all the Directors present decline to take the chair, they shall choose some member present to be the chairman of the meeting.
- 37) On a show of hands every member of the Company holding equity share capital therein and present in person shall have one vote on every resolution or question placed before the Company and upon a poll every such member shall be entitled to one vote in respect of every equity share irrespective of the amount paid thereon.
- 38) Subject to the provisions of the Act and these Articles, votes may be given either personally or by an attorney or in the case of body corporate also by a representative duly authorised under section 187 of the Act.
- 39) Where there are joint registered holders of any shares, any one of such persons may vote at any meeting personally in respect of such shares as if he were solely entitled thereto and of more than one such joint holders be present at any meeting personally, then one of the said persons present whose name stands first or higher (as the case may be) on the Register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands and who are permitted to be present and to vote shall for the purpose of this article, be deemed joint holders thereof.
- 40) A member of unsound mind or in respect of whom an order has made by any court having jurisdiction of lunacy may be permitted to be present and to vote, whether on a show of hands or on poll, by his committee or other legal guardian and any such committee of guardian may in such a case on a poll, vote, provided that the evidence of the authority of the person claiming to vote shall have been accepted by the Directors before the time of holding the meeting.
- 41) A vote given in accordance with the terms of an instrument shall be valid notwithstanding the previous death of the principal or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death or transfer, shall have been received at the office before the meeting.
- 42) No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered and every vote given, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.
- 43) On a poll taken at a meeting of the Company, a member entitled to more than one vote or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or case in the same way all the votes he used.

DEMAND FOR POLL

- 44) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of show of hands) demanded by any one member present if not more than seven such members

are present in person and by two such members present in person if more than seven such members are personally present and unless a poll is so demanded, a declaration by the Chairman that the resolution on a show of hands, has been carried or has not been carried either unanimously or by a particular majority and on entry to that effect in the Minute Book of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution. On a poll being demanded every member present in person shall have one vote for every shares of any class held by him.

BOARD OF DIRECTORS

- 45) Unless and until otherwise determined by the Company in General Meeting, the number of Directors shall not be less than two and more than twelve including the Managing Directors or Nominated Directors.
- 46) The First Directors of the Company shall be :
- i) Ms. Nishita Biyani**
 - ii) Mrs. Lata Biyani**
- 47) Director need not hold any shares in the capital of the Company to qualify him to be a director of the Company
- 48) The Board of Directors will have power to appoint additional Directors, subject to the maximum mentioned above, who shall hold office until the next General Meeting but, however, such additional Directors shall be eligible for re-appointment at the General Meeting.
- 49) The Board of Directors shall have power at any time and from time to time to appoint any one or more persons as specified or technical or patron Administrative Directors or Directors for such time and on such terms as they may determine. Such Directors or Directors, may not be required to hold any qualification shares, and shall be paid such remuneration or commission as may be determined by the Board.
- 50) Subject to compliance with section 297 of the Act, a Directors or his relative, a firm in which such Directors or relative is a partner, any other partner in such firm or a Private Company of which the Director is a member or Directors, shall be capable of entering into any contract with the Company for the sale, purchases or supply of any goods, material or services or for underwriting the Company's shares or debentures.
- 51) Every Directors who is in any way whether directly or indirectly concerned or interested in a contract or arrangement shall disclose the nature of his concern or interest at a meeting of the Board. Such disclosure should be made at the first meeting of the Board at which such contract or arrangement is taken into consideration.

PROCEEDINGS OF THE BOARD

- 52) The Board of Directors may meet together for the despatch of business, adjourn and otherwise regulate their meeting and proceeding as they think fit.
- 53) A notice specifying the place, the date and the hour of the meeting of the Board will be given to all the Directors then in Indian and at their usual residential address to other Directors.
- 54) A Meeting of the Board of Directors shall be held at least once in every three calendar months as required by Section 285 of the Act or any statutory modification thereof.

- 55) A Director may and on the request of Directors, the Secretary or Manager shall at any time summon a meeting of the Directors. A Director, who is not in India, shall be entitled to a notice of a meeting of the Board of the Directors at his usual residential address in India.
- 56) The Directors shall have the power from time to time at their discretion to borrow, raise or secure payment of any sum of money for the purpose of the Company in such manner and upon such term and conditions as they may deem fit and in particular by issue of debenture or bonds of the Company charged upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.
- 57) All decisions of the Board whether taken at a meeting of the Board or by resolution passed by circulation shall be passed by majority vote of the Directors.
- 58) No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation unless the resolution has been circulated in the draft, together with the necessary papers, if any, to all the Directors, to all the Members of the Committee at their respective addresses provided for such purpose and has been approved by a majority of such of the Directors or Members, of the Committee.

REMUNERATION AND FEES OF DIRECTORS

- 59) The Directors may be paid such fees for attending meeting of the Board or a Committee as may be determined by the Directors from time to time.
- 60) In addition to the remuneration payable to them under the provisions of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from the meetings of the Company or in connection with the business of the Company.

MANAGING DIRECTOR

- 61) The Board may, from time to time appoint one or more of their body to be Managing Director/Joint Managing Director or Whole-time Director or Technical Director or Executive Director of the Company either for a fixed term or without any limitation as to the period for which he/she or they is/are to hold such office and may from time to time (subject to the provisions of any contract between him/her and the Company) remove or dismiss him/her or them from office and appoint another or others in his/her or their place or places (shall ipso facto and immediately cease to be Managing Director, Joint Managing Director, Whole-time Director or Technical Director or Executive Director respectively).
- 62) The Managing Director, Joint Managing Director, Whole-time Director Technical Director or Executive Director shall be subject to the same provisions as the resignations, etc, as the other Director of the Company and if he ceases to hold the office of a Director, he/they shall ipso-facto and immediately cease to be Managing Director, Joint Managing Director, Whole-time Director, Technical Director or Executive Director respectively.
- 63) The remuneration of a Managing Director, Joint Managing Director, Whole-time Director, Technical Director and Executive Director shall (Subject to the provisions of any contract between him/her and the Company) from time to time be fixed by the Directors and may be by way of fixed salary or allowances or commission or

participation in profit of the Company or of any other Company in which the Company is interested or by any or all of these modes.

- 64) Subject to the provisions of any contract between the Managing Director or Joint Managing Director or Technical Director or Whole-time Director, or Executive Director and the Company the Managing Director or Joint Managing Director or Whole-time Director or Technical Director or Executive Director shall have absolute power and full discretion as to the engagement and dismissal of Managers, Secretaries, Officers, Technicians, Legal Advisers, Clerks, Assistants, Agents, labourers and servants and the general direction, management and supervision of the business of the Company with full power to do all acts, matter and things deemed necessary, proper or expedient for carrying on the business or concerns of the Company including the power to make such investments(subject to the provisions of section 292 of the Act) by loan or otherwise of the Company's funds upon such securities as he/she shall think fit and to make and sign all such bills of exchange, promissory notes, loans and bonds expedient for carrying on of the business of the Company to exercise all powers, authorities and discretion of the company, except only such of them as by the act or by these persons are directed to be exercised by the shareholder in General Meeting.
- 65) All money belonging to the Company shall be retained by the Managing Director, Joint Managing Director, Whole-time Director or Technical Director or Executive Director in his own hands or paid to such bankers as he/she shall deem expedient and all receipts for money paid to the Company shall be signed by the Managing Director or Joint Managing Director, or Whole-time Director or Technical Director or Executive Director whose receipts shall be an effectual discharge for the moneys therein stated to have been received. The Managing Director or Joint Managing Director or Whole-time Director or Technical Director or Executive Director may delegate all or any of his/her powers to such managers, agents, secretaries, or other person or persons as he/she may deem fit and shall have power to grant to such managers, agents, secretaries or other delegates, all or any of his/her power of attorney as the said Managing Director or Joint Managing Director or Whole-time Director or Technical Director or Executive Director may deem expedient and such powers at pleasure to revoke. The Managing Director or Joint Managing Director or Whole-time Director or Technical Director or Executive Director shall duly make, keep and file or cause to be made, kept and filed all such registers, returns, statements of accounts under the provisions of the Act as are required to be made, kept and held by the Company or its officers.
- 66) The Managing Director, Joint Managing Director, Whole-time Director, Technical Directors and Executive Director shall be authorised to sub-delegate all or any of the powers, authorities and discretion for the time being vested in him/her and in particular from time to time, to provide, by the appointment of an attorney or attorneys for the management and transaction of the affairs of the Company within or outside the local limit in any specified locality in such manner as he/she thinks fit.
- 67) Notwithstanding anything in these articles contained, but subject to the provisions of Section 297, 298, 301 and 302 of the Act, the Managing Director, Joint Managing Director, Whole-time Director, Technical Director and Executive Director is expressly allowed to work for and contract with the Company and specially to do the work of the Company as provided by the preceding articles and to do any work of the Company upon such terms and conditions and on such remuneration as the Directors shall determine from time to time.

POWERS OF DIRECTORS

- 68) The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not prohibited by the Act, or any statutory modification thereof for the time being in force, or by these Articles required to be exercised by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Director which would have been valid if that resolution had not been made.
- 69) Subject to the provisions of the Act and these Articles but without prejudice to the General Powers conferred by the last preceding Articles and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by these Articles, the Directors shall have power from time to time at their discretion to borrow any sum or sums of money for the Company and also to accept deposits from members of the Company either in advance of calls or otherwise and generally to raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company.
- 70) Subject to the provisions of the Act and these Articles, the payment or repayment of any sum or sums of money borrowed by the Company may be raised or secured in such manner and upon such terms and conditions in all respects as the Directors may think fit and in particular by the issue of bonds, perpetual or redeemable debenture stock or any mortgage or charge or other security on the undertaking or on the whole or any part of the property of the Company (both present or future) including its uncalled capital for the time being.
- 71) Any bonds, debentures, debenture stock or other securities issued or to be issued by the Company shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for benefit of the Company.
- 72) Whenever the Directors enter into a contract with any Government, (Central, State or Local), any bank or financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee, or security for technical collaboration or assistance or for undertaking or enter into any other arrangement whatsoever, the Directors shall have, subject to the provisions of Section 255 of the Act, the power to agree that such appointer shall have the right to appoint or nominate by notice in writing addressed to the Company one or more Directors on the Board for such period and upon such condition as may be mentioned in the agreement and that such Director or Directors may not be liable to retire by rotation, not be required to hold any qualification shares. The Directors may be removed from time to time by the appointer entitled to appoint or nominate them and the appointer may appoint another or other in his or their places and also fill in any vacancy which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of these rights and privileges exercised and enjoyed by the Directors of the Company including payment or remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with the appointer.

DEBENTURE DIRECTOR

- 73) Any Trust deed for securing debentures or debenture stock may, if so arranged provide and such provision shall entitle the Trusts thereof the holders of the debenture or

debenture stock, as the case may be, to appoint one person as a Director on the Board of Director of the Company with power to remove any Director so appointed and on a vacancy being caused in such office for any cause, whether by resignation, death, removal or otherwise to appoint another person as a Director of the Company. The Director appointment under this Article is hereinafter referred to as "Debenture Directors" and the term "Debenture Director" means a Director for the time being in office under this Article. A Debenture Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation, or subject to the provisions of the Act, be removed by the Company. The Trust Deed may contain any ancillary provisions as may be arranged between the Company and the Trustees, and all such provisions shall have effect notwithstanding any of the other provisions herein contained.

DELEGATION

- 74) The Director may subject to the provisions of the Act from time to time delegate any of their powers to Committees consisting of such member or members of their body as they think fit and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any regulation that may from time to time be imposed upon it by the Directors.

MANAGER

- 75) A Manager may be appointed by the Board on such terms, at such remuneration and upon such conditions as it may think fit and Manager so appointed may be removed by the Board. A Director may be appointed as Manager subject to the provisions of section 197A of the Act.

GENERAL AUTHORITY

- 76) Wherever in the said act it has been provided that the Company shall have any right, privileges or authority or that the Company could carry out any transactions only if the Company is so authorised by its Articles, then and in that case these regulations hereby authorise and empower the company to have such right, privilege or authority and to carry such transactions as have been permitted by the Act without there being any specific regulations in that behalf herein provided. Following rights, powers, privileges, authorities and transactions sets out hereunder states some of such powers and same shall not be construed to be the complete list.

Section 76 to pay commission on issue of shares and debentures;

Section 77A to buyback/purchase its own securities;

Section 80 to issue Redeemable preference Shares;

Section 92 to accept unpaid share capital although not called-up;

Section 94 to alter the share capital of the Company;

Section 95 to pay dividend in the proportion of the amount paid-up;

Section 208 to pay interest out of capital in certain cases;

Section 265 to adopt proportional representation for the appointment of Directors;

Section 300 to have disinterested quorum;

Section 313 to authorise the Board to appoint alternate Directors;

The above list of powers/authorities is an illustrative list and the Company/Board shall have all such powers/authorities as may be provided in the Act (as amended from time to time) which requires the same to be provided in the Articles for acting upon such powers/authorities or take any action or do any thing as per such provisions.

SEAL

77) The Company shall have common seal and Board shall provide for the safe custody thereof. The seal shall not be applied to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf and in the presence of one Director or such other persons as the Board/Committee may appoint for the purpose and such Director or authorised person, shall sign every instrument to which seal of the Company is so affixed in his presence. The Share Certificate will, however, be signed and sealed in accordance with the provisions of the Companies (Issue of Share Certificates) Rules, 1960.

WINDING UP

78) If the Company shall be wound up, whether voluntarily or otherwise, the Liquidator may, with sanction of a special resolution or any other sanction required by the Act, divide amongst the members in specie or kind any part of the assets of the Company as trustees upon trust for the benefit of the members or any of them as the Liquidator with the like sanction, shall think fit.

INDEMNITY

79) Subject to Section 201, 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 discharged or in connection with any application under section 633 in which relief is granted to him by the Court.



We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Articles of Association:

Name, Address, Descriptions and Occupation of Subscribers	Signature of Subscribers	Signature of Witness, and his name, Address, Description & occupation
<p>Nishita Biyani. daughter of Mr. Anil Biyani Address: 305, Jeevan vihar, Manav Mandir Road, Malabar Hill, Mumbai - 400006. Occupation - Business.</p>	<p><i>Nishita</i></p>	<p>Nidhi Gupta. <i>Gupta.</i> Daughter of : Mr. Omprakash Gupta. A/101, Chandrakant Residency, Padmawati Nagar, Near Maxus mall, Bhayandare (west), Thane - 401101.</p>
<p>LATA BIYANI. wife of Mr. Anil Biyani Address: 305, Jeevan Vihar, Manav Mandir Road, Malabar Hill, Mumbai - 400006 Occupation - Business</p>	<p><i>Lata Biyani</i></p>	<p>Nidhi Gupta. <i>Gupta.</i> Daughter of : Mr. Omprakash Gupta. A/101, Chandrakant Residency, Padmawati Nagar, Near Maxus mall, Bhayandare (west), Thane - 401101.</p>

Place: Mumbai

Date: 17/05/2012