

MEMORANDUM OF ASSOCIATION
OF
SRI NACHAMMAI COTTON MILLS LIMITED

I. The name of the Company is "SRI NACHAMMAI COTTON MILLS LIMITED."

II. The Registered Office of the Company will be situated in the State of Tamil Nadu.

III. The objects for which the Company is established are

a) The main objects to be pursued by the Company on its incorporation

1 To carry on the business of ginners of kapas spinners, doublers, twisters, combers, weavers, knitters, finishers, bleachers, dyers, printers, mercers, processors, manufacturers, traders, dealers, importers and exporters of cotton, waste cotton, staple fibre, silk, artificial silk, rayon, nylon, polyester, linen, flax, hemp, jute, worsted, wool and other natural and/or synthetic fibrous substances: silk and artificial silk mercers. hosiers and carpet makers.

2. To comb, prepare, spin, dye, and deal in cotton, waste cotton, staple fibre, silk, artificial silk, rayon, nylon, polyester, linen, flax, hemp, jute, worsted, wool, and other natural and/or synthetic fibrous substances to weave or otherwise manufacture cloth, silk, linen, mercerised yarn and other goods and fabrics, whether textile, felted, netted or looped to produce, manufacture, process or prepare and deal in yarns, threads, cloth of all kinds, knitted ware, hosiery, linen, readymade dress articles and other textile goods and sell any such goods whether in wholesale or in retail.

3. To carry on the business of spinning, twisting, weaving and/or knitting mills in cotton, waste cotton, staple fibre, silk, artificial silk, rayon, nylon polyester, linen, flax, hemp, jute, worsted, wool and other natural and/or synthetic fibrous substance, either on own account or on commission

4 To carry on the business of cotton, waste cotton, staple fibre, silk, artificial silk, rayon, nylon, polyester, linen, flax, hemp jute, worsted and wollen merchants of yarn merchants and buyers,

sellers, dealers, importers and exporters, whether in wholesale or retail, of cotton, waste cotton staple fibre, silk, artificial silk, rayon, nylon, polyester, linen, flax, hemp, jute, worsted, wool and other natural and/or synthetic fibrous substances.

5.To cultivate cotton and other natural fibres, to prepare, gin, clean, press and pack the same, to buy, sell and deal in raw or finished cotton, waste cotton, wool, jute, silk, artificial silk, staple fibre, nylon, polyester and other natural and synthetic fibres, yarn, threads, cloth, knitted ware, hosiery, readymade articles and other textile goods, in wholesale or in retail, either on own account or on commission basis.

(b) The objects incidental or ancillary to the attainment of the main objects are

1.To purchase, take on lease or hire or otherwise acquire lands, buildings, plant, machinery, tools and equipment necessary for the carrying on of the main objects and to construct, erect and equip mills, factories, godowns, offices, dwellings and to work the same.

2.To purchase, take on lease or in exchange, or otherwise acquire, erect, maintain, equip, construct, reconstruct, repair, renovate or adopt movable or immovable property including land, buildings, residential bungalows, quarters, labour colony, offices, chawls, warehouses, godowns, structures, erections, workshops, mills, factories, foundaries or places for manufacturing plants, machinery, accessories, tools, implements, appliances, apparatus and other things found necessary or convenient for the purposes of the Company and also to extend the business of the company by purchasing, acquiring, getting transferred, adding to, altering, enlarging all or any of the buildings, mills, factories, premises, places being the property of the Company or situate on all or any of the lands for the time being the property, or in possession of the Company and by expending from time to time such sum or some of money as may be necessary or expedient for improving, adding to, altering, repairing and maintaining the buildings, structures, machinery, plant and property for the time being of the Company and to sell or mortgage or let out on hire all or any portion of the movable or immovable property of the Company as may be thought desirable.

3.To construct, improve, maintain, develop, work, manage, carry out or control any roads, ways, railway slidings, branches, reservoirs, tanks, electric works, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to, subsidise or otherwise assist or to take part in construction, improvement, maintenance, working, management, carrying out, or control thereof.

4.To import, export and deal in all kinds of industrial stores and mechanical spare parts, dye-stuffs and chemicals necessary for textile manufacture or otherwise for the business of the Company.

5.To undertake and to carry on the management of the whole or any part of the affairs or business of any Company or firm for the purpose of the Company

6.To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or Company carrying on or proposing to carry on any of the business which this Company is authorised to carry on and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or Company or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for sharing profits or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or Company and to give or accept by way of consideration for any of the acts, or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal in any shares, debentures, debenture stock or securities so received.

7. To enter into partnership or into any arrangements for sharing of profits, amalgamations, union of interests, 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 any business undertaking or transaction which may seem capable of being carried on and conducted so as directly or indirectly to benefit the Company, and to place, take or otherwise acquire and hold shares or securities of any such person, firm or Company, and to place, take or otherwise acquire and hold shares or securities of any such person, firm or Company and to sell, hold, reissue with or without guarantee or otherwise deal with the same.

8. To amalgamate with any Company or Companies having objects altogether or in part similar to those of this Company.

9. To distribute any of the property of the Company among the members in specie in the event of its being wound up but so that on distribution amounting to a reduction in capital be made without the sanction of the court, if required.

10. To enter into any arrangements with any Government or authority (Supreme, municipal, local or otherwise) or any corporation, Company or person, that may seem conducive to the attainment of the Company's objects or any of them and obtain from any such Government, authority, corporation, Company or person, any charters, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any charters, decrees, rights, privileges and concessions.

11. Generally to carry on in any place or places in the world, any other trade or business, whether manufacturing or otherwise, subsidiary or auxiliary to or which can be conveniently carried on in connection with any of the Company's objects and to establish and to maintain any Agencies in any part of the world for the conduct of the business of the Company or for the sale of any materials or things for the time being at the disposal of the Company for sale and to advertise and adopt means of making known, all or any of the manufactures, products or goods of the Company or any articles or goods traded or dealt in by the Company, in any way that may be thought advisable, including the posting of bills in relation thereto and the issue of circulars, books, pamphlets and price lists, and the conducting of competitions, and the giving of prizes, and rewards.

12. To apply for promote and obtain any Act of Legislature or other authority for enabling the Company to carry and of the objects into effect, or, for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interest.

13. To guarantee the payment of the money and the performance of contracts or engagements entered into by any Company or person, and to secure the payment of the money and the performance of any contracts or engagements entered into by this or any other Company or person or firms, and to discharge any debt or other obligation binding upon this or any other Company or person or to secure the same by creating mortgages and charges upon all or any part of the undertaking, property and rights of the Company (either present or future or both) including its un called capital or by the creation or issue of debentures, debenture stock or other securities or by any other means.

14. To sell, let, exchange, or otherwise deal with 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 and if thought fit to distribute the same among the shareholders of this Company.

15. To promote any other Company for the purpose of acquiring all or any of the property, and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to subscribe for, underwrite, buy, sell, contract to buy or sell and deal in shares, stocks, debentures and securities of all kinds.

16. To adopt such means of making known the production of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchases and exhibition of works of art or interest, by publication of books and magazines or periodicals and by granting prizes and rewards.

17. To open account or account with any individual, firm or Company or with any bank or banks, or bankers or shroffs or merchants and to pay into and to withdraw moneys from such account or accounts, whether the accounts are overdrawn or not, and to make, draw, accept, endorse, execute, discount or negotiate and issue cheques, promissory notes, hundies, bills of exchange, bill of lading lorry receipts, railway receipts, warrants, and other negotiable or transferable instruments.

18. To advance and lend money, to any person, association, firm or Company with or without security or wholly or partly secured on any terms in any name upon any description of property, movable or immovable, existing or future, on securities, policies, shares, bonds, debentures, debenture stock, letters of credit, promissory notes, bills of exchange and other negotiable instruments, goods wares and merchandise, bills of sale, bills of lading and other mercantile indicia or tokens and to deposit money with or without security with other Companies or with any person, association of individuals or firms upon such terms as may be thought proper and from time to time to vary transactions in such names as the Company may think fit.

19. To invest or deposit or deal with the moneys of the Company not immediately required for the purposes of its business in such manner as may from time to time be determined.

20. To borrow or raise or secure payment of any money raised or to be raised or to secure or discharge any debt or obligation binding on the Company in such manner as may be thought fit or to issue debentures, debenture stock, bonds, obligations and securities of all kinds and to frame, constitute and secure the same as may seem expedient with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise and to charge or secure the same by trust deed or otherwise on the undertaking of the Company or upon any specific property or rights, present or future, of the Company including uncalled capital or otherwise howsoever.

21. Subject to the restrictions contained in the Banking Regulation Act, 1949 without carrying on the business of banking, to borrow money on deposit payable at fixed dates for the business of the Company on such terms as may seem expedient within the permissible limit.

22 To insure with any person or Company against losses, damages, risks and liabilities of any kind which may affect the Company either wholly or partially, and if thought fit, to effect, any such insurance by joining or becoming a member of any mutual, protection or indemnity association, federation or society and to accept any such insurance, or any part thereof for the account of the Company.

23 To remunerate (by cash or otherwise or by other assets or by allotment of fully or partly paid share or shares credited as fully or partly paid up or in any other manner) any persons, firms,

associations or Companies for services rendered or to be rendered or for rendering technical aid and advise, granting licences or permissions for the use of patents, trade secrets, trademarks, processes and in acting as trustees for debenture holders or debenture stock-holders of the Company or for subscribing or agreeing to subscribe whether absolutely or conditionally or for procuring or agreeing to procure subscriptions whether absolute or conditional, for any shares, debentures or debenture stock, or other securities of the Company or of any Company promoted by this Company or for services rendered in or about the formation or promotion of the Company or any Company promoted by this Company or introducing any party or business to the Company or in or about the conduct of the business of this Company or for guaranteeing payment of such debenture stock or other securities and any interest thereon

24. To establish, join, support, or and in the establishment and support of associations, institutions, Funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons or the public and to make payment towards Insurance and to subscribe, contribute or guarantee money for charitable or benevolent objects or for any exhibitions or any public, general or useful object, the support of which will, in the opinion of the Company lead to the increase of its reputation or goodwill among its employees, customers Agents or the public and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benovolent, religious, scientific, national, public, or any other institutions, objects or purposes or for any exhibition.

25. To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any special or other fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purposes whatsoever.

26. To provide for the welfare of Directors or employees, or ex- employees of the Company or its predecessors in business and the wives, widows and families or the dependents or connections of such Directors, employees or ex-employees by building or contributing to the building of houses or dwellings or quarters or by grants of money, pensions, gratuities, allowances, bonuses, insurances, profit-sharing bonuses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, profit-sharing or other schemes of trusts and by providing or subscribing or contributing towards place of instruction and recreation, hospital and dispensaries, medical and other attendance and other assistance as the Company shall think fit.

27. To aid financially or otherwise and to become members of any Association body or movement having the objects of promoting trade and industry, or research or settlements of industrial and labour problems or such other objects connected with the business of the Company.

28. To pay all or any of the expenses incurred in connection with the promotion, formation, registration and incorporation of the Company, or to contract with any person, firm or Company and to pay commission to brokers and others for underwriting, placing, selling, or guaranteeing the subscription for any shares, debenture-stock or securities of this Company.

29.To act a trustees he holders of or otherwise in relation to any debentures, bonds or debenture-stock issued or to be issued by any Company and generally to undertake and execute any trusts, the undertaking whereof may seem calculated directly or indirectly to benefit the Company.

30. Subject to the provisions of Section 76 of the Companies Act, 1966 to place to reserve or to distribute as dividend or bonus among the members or otherwise to apply, as the Company from time to

time may think fit, any moneys received by way of premium on shares, or debentures issued at a premium by the Company and any moneys received in respect of dividend accrued on forfeited shares, and moneys arising from the sale by the Company of forfeited shares.

31. To enter into any contract, agreement, arrangement or other dealings in the nature of technical collaborations or otherwise for the efficient conduct of the Company or any party thereof, and also arrange by purchase or otherwise the supply of machinery from any party of the world on creditor for cash or on deferred payment terms.

32. To do all or any of the above things as are incidental or may be thought conducive to the attainment of the above objects or any of them in any part of the Union of India and of the World, and a principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

33. To undertake, carry out, promote, sponsor and assist any programme of rural development intended for the improvement of the rural people and the betterment of their moral, economic and social status, like providing medical, educational, housing, water supply, electricity and other facilities as may be approved by the Central Government, and to incur any expenditure in undertaking, carrying out, promoting, sponsoring and assisting such programmes, including the publication of books, magazines, leaflets and other literature, organising seminars, conferences and meetings, granting scholarships, awards and other assistance, and the transfer, without considerations or at a concessional rate as the directors may decide, and divesting the ownership of any property of the Company in favour of any public body, institution or trust recognised or approved by the Central or State Government or any authority authorised in that behalf or established under any law for the time being in force engaged in such programmes.

Other objects not included in (a) or (b):

1 To buy, sell, manufacture and deal in machinery, machinery parts, machine tools, millstones, spare parts and accessories of all kinds.

2 To undertake and carry on or acquire any agency business and in particular to act as agents of manufacturers, buyers, sellers and tradesmen..

3. To establish and run agricultural farm for the growing and developing of kappas and cotton and undertake research in such allied matters.

4. To carry on the business of printers, bleachers, dyers, finishers, calenderers, makers of and dealers in bleaching, dyeing and other chemical materials.

5. To carry on the business of manufacturers of and dealers in water-proof materials and fabrics, and articles manufactured therefrom, including dressed preservers, dressed lining, boot lining, umbrellas and parasoles.

6. To carry on the business of manufacturers of and dealers in lace, tarpaulins, American cloth, floor cloth, nonwoven cloth, industrial cloth, and all kinds of imitation leathers and rubbers.

7. To cultivate all or any of the lands belonging to the Company and to carry on the business of livestock breeding, poultry and dairy farming.

8. To manufacture, buy, sell, supply, distribute and deal in all kinds of textile, including cloth, garments, apparel.

9. To carry on the business of civil, mechanical, electrical, electronic and chemical engineers.

10. To carry on the business of estate owners, cultivators, planters, and growers of t cardamom, pepper, coffee, geranium, eucalyptus, corn, paddy, barley, cereals, cotton, silk. vegetables and fruits and manufacturers of and dealers in agricultural, horticultural and sericultural products, jams, juices and other preparations.

11. To acquire and take over as a going concern any Company or business and to amalgamate with any other Company.

12. To promote any Company for the purpose of acquiring all or any of the property, rights and liabilities of this Company.

13. To carry on the business of generation of power including generation by establishment of wind mills.

14. To carry on the business for floriculture, horticulture and other allied activities.

IV. The liability of the members is limited.

*"V. The Authorized Share Capital of the Company shall be Rs. 19,30,00,000/- divided into

a) 43,00,000 Equity Shares of Rs. 10/- (Rupees Ten Only) each and b)

b) 15,00,000 0% Redeemable Preference Shares of Rs. 100/- (Rupees Hundred Only) each.

* Clause V of the Memorandum of Association was amended by an Ordinary resolution passed at the Annual General Meeting held on 15.12.2015.

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

S No.	Signature of subscribers	Father's Name address, description and occupation of subscribers	No. of Shares taken by subscribers	Signature, Father's name. address, description and occupation of witness to the signature of subscribers
1	(Sd.) M.A. PalaniappaChettiar	Sri. AnnamaliChettiar, Vasantham Buildings, Suramangalam Main Road, Salem 636 005. Industrialist	3000 (Three thousand only)	Witness to both the Signatures (Sd.)
2	(Sd.) PR. Nagappan	Sri. PeriakaruppanChettiar, Vasantham Buildings, Suramangalam Main Road, Salem 636 005. Inventor	1000 (One Thousand only)	R. RAMANATHAN, S/o RM. Ramanathan, 5. Park Road, Fairlands, Salem 636 004 Chartered Accountant
Total Shares taken			4000 (Four Thousand equity shares only)	

Dated this TWENTY FIRST day of FEBRUARY 1980

SRI NACHAMMAI COTTON MILLS LIMITED

ARTICLES OF ASSOCIATION

1. The regulations contained in Table A of the first Schedule to the Companies Act, 1966 shall apply to this Company, subject to the modifications hereinafter provided.
2. The number of Directors of the Company shall be not less than three and not more than Twelve.
3. Amended at the Annual General Meeting held on 19.12.1997. No. share qualification is required for any person for being appointed as Director of the Company.
4. Every Director of the Company shall be entitled to receive from the Company, by way of remuneration for his services as Director, such sum as prescribed by the Central Government from time to time, as sitting fees for every meeting of the Board of Directors or the Committee of Directors attended by him, in addition to the travelling and out of pocket expenses incurred by him, in attending and returning from such meeting.
5. Any Director who is asked to perform extra services or make special exertions for the purposes of the Company, may be paid, subject to the provisions of the Act, such special or additional remuneration as may be decided by the Board, either by way of salary or a percentage on net profits or partly in one from and partly in the other.
6. Subject to the provisions of the Act, no Director of the Company shall be disqualified by his office from holding any office or place of profit under the Company, or from contracting with the Company either as vendor, purchaser or otherwise, nor shall such contract or arrangement in which any director shall be in any way interested be avoided.
7. The Board of directors of the Company may, from time to time, at its discretion, borrow or secure the payment of, any sum or sums of money for the purposes of the company, provided that the Board shall not, except with the consent of the Company in general meeting, borrow moneys, where the moneys to be borrowed, together with the moneys already borrowed by the Company (apart from temporary loan obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid up capital of the Company and free reserves, that is to say, reserves not set apart for any specific purpose.

8. Subject to the provisions of Article 7 hereof, the Board of Directors of the Company may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by the issue of bonds, perpetual or redeemable debentures or debenture stock, or any mortgage charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being Any bonds, debentures, debenture stock or other securities issued or to be issued by the Company shall be under the control of the Board of Directors of the Company, who may issue them upon such terms and conditions and in such manner and for such consideration as it shall consider to be for the benefit of the Company. The Board of Directors may upon the issue of any bonds, debentures, debenture stock or other securities, confer on the creditors of the Company holding the same, on any trustees or other persons acting on their behalf, a voice in the management of the Company, whether by giving them the right of attending but not voting at general meetings or by empowering them to appoint a person to be a Director of the Company, or otherwise as may be agreed.

9 The Board shall have power to appoint one or more persons as Additional Directors, provided that the total number of Directors, including the additional Directors so appointed, shall not exceed the maximum number of Directors fixed herein.

10. Any financial institution or corporation may, if and when the agreement that may be entered into by the Company with such institution or corporation gives the institution or corporation the right to appoint one or more Directors of the Company, appoint subject to the provisions of section 255 of the Act one or more Directors of the Company. The appointer may at any time remove any Director so appointed and appoint another director in his place or in the place of a Director so appointed who resigns or otherwise vacates his office None of the regulations of the Company that pertain to qualification share and retirement by rotation of Directors of the company shall be applicable to such Appointees.

11. The management of the Company shall be in the hands of the Board who may exercise all such powers of the Company as are not, by the Companies Act or by these Articles, required to be exercised by the Company in general meetings

12. Subject to the provisions of Act, the Board may delegate all or any of its powers to Director or other person, jointly or severally, at its discretion.

13. The Board of Directors may appoint one or more of their number to the office of Managing Director and/or wholetime Director subject to such approval of the Central Government as may be agreed upon. The Managing Director(s), Wholetime Director(s) shall not while holding that office, be subject to retirement by rotation or be taken into account for determining the rotation of retirement of Directors. But his appointment shall be automatically determined if he ceases to be a Director for any cause whatsoever. The Board may entrust to and confer upon the Managing Director(a), Wholetime Director(s), any of the powers exercisable by them with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time, revoke, withdraw, alter or vary all or any of such powers. The Managing Director(a), Wholetime Director(s) may exercise all the powers entrusted to them by the Board of Directors, Jointly or severally, in any manner as they may deem fit.

Clause 14 deleted and in its place a new clause substituted at the Annual General Meeting held on 18/12/2002

14. The remuneration of Managing Director and Whole-time Director shall be fixed by the Board of Directors with the approval of Remuneration Committee subject to the sanction of the General body wherever necessary and such sum shall not exceed the limit that may be prescribed by the Central Government from time to time except with the approval of the Central Government, if necessary.

15. In every Annual General Meeting, one third of the Directors shall be liable to retire by rotation in accordance with the provisions of the Companies Act, 1956.

16. The Board shall have the right of convening general meetings of the Company and of fixing the date and agenda of the meetings The Board shall exercise such right subject to the provisions of sections 166 and 169 of the Act.

17 If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the Articles shall be issued without payment of fees if the Directors so decide, or on payment of such fee (not exceeding Rs.2 for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificate in replacement of those which are old, decrepit or worn out or where there is no further space on the back thereof for endorsement of transfer.

Provided that notwithstanding what is stated above, the Directors shall comply with such Rules or Regulations or requirements of any Stock Exchange or the Rules made under the Act or the rules made under the Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.

The provisions of this Article shall mutatis mutandis apply to debentures of the Company

18. The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all monies (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed, the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien, if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.

19. Subject to the provisions of Section 111 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, the Directors may, at their own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the Directors shall, within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the company has a lien on the shares. Transfer of shares/debentures in whatever lot shall not be refused.

(a). Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, subdivision, consolidation or renewal of any of its shares as the case

may be. Every certificate of shares shall be under the seal of the Company and shall specify the numbers and distinctive numbers of shares in respect of which it is issued and amount paid up thereon and shall be in such form as the Directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one of several jointholders shall be sufficient delivery to all such holders.

20. The instrument of transfer of any share in the Company shall be executed both by or on behalf of the transferor and transferee and the transferor shall be deemed to be the holder of the shares until the name of the transferee is entered in the Register of Members in respect thereof in the case of shares held jointly and in the case where shares have been transferred to more than one person jointly, the transfer deed shall be signed by all the said jointholders or by all the transferees as the case may be. The instrument of transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modifications thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

(a). No fee shall be charged for registration of transfer, transmission, probate, Succession Certificate and Letters of Administration, Certificate of Death or Marriage, Power of Attorney or similar other document.

Where the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted within 42 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall, within 7 days from the date of expiry of the said period of 42 days, open a special account in that behalf in any scheduled bank called "Unpaid Dividend of Sri Nachammai Cotton Mills Limited and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted.

Amended at the Annual General Meeting held on 22.12.1999

(b). Nomination

(1) Every shareholder or debenture holder of the Company, may at any time, nominate a person to whom his share or debentures shall vest in the event of his death in such manner as may be prescribed under the Act,

(2) Where the shares or debentures of the Company are held by more than one person jointly, joint holders may together nominate a person to whom all the rights in the shares or debentures, as the case may be shall vest in the event of death of all the joint holders in such manner as may be prescribed under the Act,

(3) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, where a nomination made in the manner aforesaid purports to confer on any person the right to vest the shares or debentures, the nominee shall, on the death of the shareholder or debenture holder or, as the case may be on the death of the joint holders become entitled to all the rights in such shares or debentures or as the case may be, all the joint holders, in relation to such shares or debentures, to the exclusion of all other persons, unless the nomination is varied or cancelled in the manner as may be prescribed under the Act,

(4) Where the nominee is a minor, it shall be lawful for the holder of the shares or debentures, to make the nomination to appoint any person to become entitled to shares in, or debentures of the Company in the manner prescribed under the Act, in the event of his death, during the minority”.

Transmission of Securities:

(1) A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either

(a) To register himself as holder of the share or debenture, as the case may be or

(b) To make such transfer of the share or debenture, as the deceased shareholder or debenture holder, as the case may be, could have made.

(2) If the nominee elects to be registered as holder of the share or debenture, himself, as the case may be, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased share holder or debenture holder, as the case may be.

(3) A nominee shall be entitled to share dividend and other advantage to which he would be entitled if he were the registered holder of the share or debenture. Provided that he shall not, before registered as a member be entitled to exercise any right conferred by membership in relation to meeting of the Company.

Provided further 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 or debenture, 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 or debenture, until the requirements of the notice have been complied with".

Amended at the Annual General Meeting held on 28.12.2001

(c)Holding/Transfer/Transmission of Shares in electronic form

Notwithstanding any provisions contained in the Articles regarding holding/transfer/transmission of shares, the provisions of the Depositories Act 1996 as amended from time to time and the rules and regulations as framed thereunder shall apply to holding/transfer/transmission of shares in electronic form.

Clause 21 deleted and in its place a new clause substituted at the Annual General Meeting held on 18/12/2002

21. Where the Company has declared a dividend which has not been paid or claimed within 30 days from the date of declaration to any shareholder entitled to payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 30 days open a special account in that behalf in any Scheduled Bank called Unpaid Dividend Account of Sri Nachammai Cotton Mills Limited and transfer to the said account the total amount of dividend which remains unpaid or unclaimed.

Any money transferred to unpaid dividend account of the Company which remains unclaimed for a period of 7 years shall be transferred to Investor Education and Protection Fund, on claim shall be made by the shareholder thereafter.

No unclaimed or unpaid shall be forfeited by the Board.

22. The Directors may, if they think fit, subjects to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same, whole or any part of the monies due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the member paying sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividends. The Directors may at any time repay the amount so advanced

The members shall not be entitled to any voting rights in respect of the monies so paid by him until the same would but for such payment, become presently payable.

The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

23. Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares, provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

24. The Registers, Books and Documents of the Company required to be maintained and kept open for inspection under Section 49(7), 118(4), 136, 143, 150, 151, 152, 159, 163, 196, 301, 302, 303 and 307 of the Companies Act shall be kept open for inspection by such persons entitled thereto under the Act to such extent, in such manner and on payment of such fee, if any, as provided in the said Act, at the Registered Office of the Company on all working days of the Company between 10 A.M. and 12 Noon, subject to the following conditions:

(i) Every person desiring inspection must give a requisition in writing to the Company, stating therein the following particulars

- (a) the name of the requisitionist and his address,
- (b) whether he is a member, debenture-holder or creditor of the company or any other person,
- (c) the document which he desires to inspect, and
- (d) the particulars of shares or debentures held or loan advanced.

(ii) Inspection will be allowed in the serial order of the requisitions received by the Company.

(iii) Except in the case of joint holders of shares or debentures, no two persons will be allowed to inspect the same document at the same time.

(iv) Inspection will be allowed at any place in the premises of the Registered Office of the Company convenient to the management.

(v) If any fee is payable under the Act for any such inspection, inspection will not be allowed unless the fee is paid.

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

26. The Share Certificates and Debenture Certificates be signed by the Managing Director, another Director and the Secretary of the Company or anyone of the persons authorised by the Board. The signatures of the Directors on the Share/Debenture Certificates can be affixed by printing and/or by any other mechanical means before the same are issued to the Share/Debenture holders. However, each Share Debenture Certificate though it bears facsimile signatures of the Directors should bear the signature of the Secretary or anyone of the above persons as authorised person.

27 The Common Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or Committee and unless the Board otherwise determines, every deed or other instrument to which the seal is required to be affixed shall, unless the same is executed by a duly constituted Attorney for the Company, be signed by one Director and countersigned by another Director or Company Secretary or Authorised Signatory, in whose presence the seal of the Company shall have been affixed, provided nevertheless that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity in affixture thereof.

28. (1) Where at the time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier it is proposed to increase the subscribed capital of the Company by allotment of further shares, whether out of the unissued capital or out of the increased share capital, then:

- (a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as near as circumstances admit, to the capital paid up on those shares at the date.
- (b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined.
- (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right. Provided that the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.
- (d) After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose off them in such manner and to such person(s) as they may think, in their sole discretion, fit,

(2) Notwithstanding anything contained in sub-clause (1) thereof, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof in any manner whatsoever.

(a) If a special resolution to that effect is passed by the Company in General Meeting, or

(b) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll, as the case may be) in favour of the proposal contained in the resolution moved in the General Meeting (including the casting vote, if any, of the Chairman) by the members who, being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central

Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company.

(3) Nothing in sub-clause (c) of (1) hereof shall be deemed:

(a) To extend the time within which the offer should be accepted, or

(b) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

(4) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debenture issued or loans raised by the Company:

(i) To convert such debentures or loans into shares in the Company or

(ii) To subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise).

Provided that the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with the Rules, if any, made by that Government in this behalf and

b) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or raising of the loans.

*29. a) The period of redemption of the 0% Preference Shares shall be extended for a period not exceeding 20 years from the date of the issue of Preference Shares.

b) Notwithstanding anything contained above, the Board of Directors shall be at liberty to vary any terms and conditions in respect of the Preference Shares as they may deem fit in the best interests of the Company taking into consideration, the circumstances prevailing on the date of redemption.

c) The Company shall be at liberty to create and issue further Preference Shares from time to time as it may, deem fit.

*Clause 29 of the Articles of Association was amended by a Special resolution passed at the Extra Ordinary General Meeting held on 03.12.2024.

S No.	Signature of subscribers	Father's Name address, description and occupation of subscribers	Signature. Father's name, address, description and occupation of witness to the signature of subscribers
1	(Sd.) M.A. PalaniappaChettiar	Sri. AnnamaliChettiar, Vasantham Buildings, Suramangalam Main Road, Salem 636 005. Industrialist	Witness to both the Signatures: (Sd)
2	(Sd.) PR. Nagappan	Sri. FeriakaruppanChettiar, Vasantham Buildings, Suramangalam Main Road. Salem 636 005. Investor	R. RAMANATHAN, S/o RM. Ramanathan, 5. Park Road, Fairlands, Salem 636 004. Chartered Accountant

Dated this TWENTY FIRST day of FEBRUARY 1980