

# VARVEE GLOBAL LIMITED

(Formerly known as Aarvee Denims and Exports Limited)

CIN: L17110GJ1988PLC010504

Regd. Office: 188/2, Ranipur Village, Opp. CNI Church, Narol, Ahmedabad – 382 405, Gujarat, India

Phone: 079-30417000; E-Mail: [cs@aarveedenims.com](mailto:cs@aarveedenims.com), Website: [www.aarveedenims.com](http://www.aarveedenims.com).

Date: 30.09.2025

To,  
The Manager (Listing)  
**The Bombay Stock Exchange Ltd.**  
1<sup>st</sup> Floor,  
PhirozeJeejeebhoy Towers,  
Dalal Street,  
Mumbai – 400 001  
**Company Code: 514274 (BSE)**

To,  
The Manager (Listing)  
**The National Stock Exchange of India Ltd**  
“Exchange Plaza”, 5<sup>th</sup> floor,  
Plot No. C/1, G-Block,  
Bandra-Kurla Complex, Bandra (E),  
Mumbai – 400 051  
**Company Code: AARVEEDEN (NSE)**

Dear Sir/Madam,

**Sub: Intimation under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 - Alteration in the Memorandum of Association of the Company.**

Pursuant to the requirements of Regulation 30 read with Part A of Schedule III of SEBI Listing Regulations, we wish to inform you that the Members of the Company have approved the following alterations of the Memorandum of Association of the Company by way of Special Resolution(s) passed in the 36th Annual General Meeting of the Company held today i.e 30th September, 2025 at 1.38 P.M.:

1. Object clause III(A) of the Memorandum of Association(MOA) of the Company by addition of new objects, and
2. Adoption of new set of MOA to make it in line with the Companies Act, 2013.

Brief details of alterations approved to the existing MOA as required under Regulation 30 of the SEBI Listing Regulations, read with SEBI Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 (as amended from time to time), is given as Annexure I.

Kindly take the aforesaid on your records.

Thanking You,

Yours faithfully,  
**For, Varvee Global Ltd,**  
**(Formerly known as Aarvee Denims and Exports Limited)**

Abira Idris  
Mansuri

Digitally signed by Abira Idris Mansuri  
DN: c=IN, o=Personal, postalCode=380055,  
ou=Gujarat,  
serialNumber=d4a4b9babc88f8ec76033f9  
67539e62a0b152022a4f155a70e6b6f99b0  
8c87c, cn=Abira Idris Mansuri  
Date: 2025.09.30 18:57:09 +05'30'

**Abira Mansuri**  
**Company secretary**  
**M No.:42410**

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## “Annexure I”

**Disclosure required pursuant to Regulation 30 of the SEBI (LODR) Regulations read with Para A of Part A of Schedule III to the said Regulations as also as per SEBI circular CIR/CFDICMD/4/2015 dated September 9, 2015, with regard to Alteration in the Memorandum of Association of the Company are given herein under.-**

### Summary of amendments in MOA of the Company:

Sr. No	Changes
1	<p>Object clause III(A) of the Memorandum of Association of the Company be altered by inserting the following clause immediately after existing sub-clause III(A)(1):</p> <p>2. To carry on the business of acting as advisors, commission agents and consultants on all matters relating to textile industries as well as in all fields, including but not limited to, legal, industrial, business management, organization management, financial, cost accounting, recruitment personnel management, marketing, civil, administration and to provide consultancy services related to communications and networking, data formats, desktop publishing, education, hardware, internet, multimedia, programming languages, security, software, technical support, etc.</p> <p>3. To develop, generate, and harness renewable energy sources, including solar, wind, hydro, geothermal, and biomass energy, to design, manufacture, install, and maintain renewable energy systems, and provide consultancy services for feasibility studies, project planning, and implementation and to promote sustainable energy practices, reduce carbon footprint, and engage in research and development activities related to renewable energy technologies."</p> <p>4. To develop, construct, maintain, and operate infrastructure projects, including roads, highways, bridges, buildings, and urban infrastructure. To provide engineering, procurement, and construction services, and invest in and manage infrastructure assets. To offer consultancy services for feasibility studies, project planning, and implementation, and engage in construction and engineering activities."</p>
2	<p>Memorandum of Association be altered as per the Companies Act, 2013 as under:</p> <p>(i) The style of clause numbers of the Memorandum of Association be changed from Roman numeric to English numeric like 1st, 2nd, 3rd etc.;</p> <p>(ii) Clause III(A) of the Objects clause of the Memorandum of Association of the Company be titled as</p> <p>“3(a) - The Objects to be pursued by the Company on its incorporation are”;</p> <p>(iii) Clause III(B) of the Objects clause of the Memorandum of Association of the Company be titled as</p>

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	<p>“3(b) - Matters which are necessary for furtherance of the Objects specified in Clause 3(a)”;</p> <p>(d) Delete the entire other objects Clause III(C); and</p> <p>(e) The existing liability clause be substituted in line of new clause provided as per Companies Act, 2013 “4th. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.”</p>
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**MEMORANDUM OF ASSOCIATION \*\***  
**OF**  
**VARVEE GLOBAL LIMITED\***  
**(Formerly known as AARVEE DENIMS AND EXPORTS LIMITED)**

1. The name of the Company is **VARVEE GLOBAL LIMITED.\***
2. The Registered Office of the Company will be situated in the State of Gujarat.
3. The objects for which the Company is established are:
  - (a) **The Objects to be pursued by the Company on its incorporation are**
    1. To carry on the business as manufacturers, producer, printers, dyers, weavers, processors, fabricators, assemblers, ginners, bleachers, balers, knitters, pressers, carders, sizers, spinners, woolcombers, worsted packers, reelers, refiners, distributors, traders, dealers, agents, brokers, financiers, buyers, sellers, importers and exporters of natural and man-made fibres including cotton staple fibre, synthetic, viscose, artificial silk, jute silk, hemp, wool, liner, nylon, terelene, cotton and synthetic waste or any other fibrous materials and yarn whether blended, spun, filament or otherwise including floor cloth, American cloth, tarpauliners, table cloth, upholstery, curtains, water proofing goods and articles, dress linings and synthetic materials, knitted products, garments, readymade or otherwise including shirts, bush shirts pyjama, suits pants, uniform for the Army, Navy, Airforce and other personal safaries, suits, coats, hosiery, vests, under garments for men, women and children made-ups shawls, sweaters, laces, stockings, mats, . rugs, blankets, packing materials, tapes, sacks, fabrics whether textile, felted, netted or looped.
    2. \*\*\*To carry on the business of acting as advisors, commission agents and consultants on all matters relating to textile industries as well as in all fields, including but not limited to, legal, industrial, business management, organization management, financial, cost accounting, recruitment personnel management, marketing, civil, administration and to provide consultancy services related to communications and networking, data formats, desktop publishing, education, hardware, internet, multimedia, programming languages, security, software, technical support, etc.
    3. \*\*\*To develop, generate, and harness renewable energy sources, including solar, wind, hydro, geothermal, and biomass energy, to design, manufacture, install, and maintain renewable energy systems, and provide consultancy services for feasibility studies, project planning, and implementation and to promote sustainable energy practices, reduce carbon footprint, and engage in research and development activities related to renewable energy technologies."
    4. \*\*\*To develop, construct, maintain, and operate infrastructure projects, including roads, highways, bridges, buildings, and urban infrastructure. To provide engineering, procurement, and construction services, and invest in and manage infrastructure assets. To offer consultancy services for feasibility studies, project planning, and implementation, and engage in construction and engineering activities."

**\* Change of Name from Aarvee Denims and Exports Limited to Varvee Global Limited altered vide Special Resolution passed in Extra Ordinary General Meeting of the company held on 19<sup>th</sup> August, 2025.**

**\*\*The Company has altered the MOA as per the Companies Act 2023 vide special resolution passed in 36<sup>th</sup> Annual General meeting held on 30<sup>th</sup> September, 2025**

**\*\*\* Object clause of MOA is altered by Addition of object clause no. 2,3,4 vide special resolution passed in 36<sup>th</sup> Annual General meeting held on 30<sup>th</sup> September, 2025**

**(b) Matters which are necessary for furtherance of the Objects specified in Clause 3(a)”;**

1. To take part in the formation, management, supervision or control of the business or operations of any company or undertaking and for that purposes to act as administrators, receivers as far as permitted by law and to appoint and remunerate any director, administrator, manager or accountant or other expert or agent.
2. To employ agents or experts to investigate and examine the conditions prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, properties or rights.
3. To establish and maintain or procure 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 the donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the company or of any company which is a subsidiary of the company or is allied to be associated with the company or with any such subsidiary or who are or were at any time directors of officers of the company or of any such other company as aforesaid and the wives, widows, families and dependents of any such persons and also to establish and subsidies and subscribe to any institutions, associations, clubs or funds calculated to be for benefit of or to advance the interest and well being of the company or of any such other company as aforesaid and make payments to or towards the insurance of any such person as aforesaid and to any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
4. To enter into any arrangements with any government or authorities or any person or company that may seem conducive to the objects of the company or any of them, and obtain from any such government authority, person or company any rights, privileges, charters, contracts, licences and concessions which the company may think it desirable to obtain and to carry out exercise and comply therewith.
5. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with, all or any part of the property and rights of the company.
6. To buy, sell, manipulate, import, export and deal in all substances, apparatus and things materials and articles capable of being used in any such business as aforesaid or required by any customers of or persons having dealing with the Company either by wholesale or retail.
7. To enter into any contract or arrangement with any Government or authorities, municipal local or otherwise that may seem conducive to the company's objects or any of them and to obtain from any such Government or authority rights, privileges and concessions which the company may think it desirable to obtain in and to carry out, exercise, perform and comply with any such contract arrangement, rights, privileges and concessions or to dispose off or to turn to account the same.
8. To train or pay for training in India or abroad for any of the Company's employees or any candidate in the interest or for furtherance of the company's objects.
9. To expend money on experimenting upon and testing and improving or securing any process, patent or patents or protecting any invention or inventions which the company may acquire or propose to acquire or deal with.
10. To apply for, tender, purchase, or otherwise acquire any contracts sub contracts, licences and concessions for works involving the supply or use of any of the products of the company or in relation to the objects or business herein mentioned or any of them and to undertake, execute carry out, dispose of or otherwise turn to account the same.
11. To enter into partnership or into any arrangement of sharing profits union of interest, cooperation, joint venture, reciprocal concessions or otherwise with any person or firm or Company carrying on or engaged in or about to carry on or engaged in any business or transaction which the company is authorised to do, which is capable of being conducted directly or indirectly to benefit this company and to lend money, firm or company and take or otherwise acquire shares and securities of any such company, to sell, hold, reissue, with or without guarantee, the same.
12. To pay premiums or salaries and to pay for any property, rights and privileges acquired by the company or for services rendered or to be rendered in connection with the promotion, formation, of or the business of the company or to acquire any property for the company or otherwise wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and to issue any such shares either as fully paid up or

with such amount credited as paid up thereon as may be agreed upon, and to charge any such bonds, debentures, or other securities upon all or any part of the property of the company.

13. To enter into collaboration with foreign firms, companies or persons on such terms and conditions including payment of royalty and exchange ratio as the Directors may think fit.
14. To extend or develop the business of the company from time to time by purchasing, acquiring by exchange, grant assignment, transfer or otherwise or taking on lease, for the purpose of the company in India or elsewhere any land (Whether leasehold, or otherwise) with or without building standing thereon and land any machinery, plant or other property (including trade mark, trade names and goodwill) of every description (Movable as well as immovable) necessary or expedient for any business or objects or prospective business or requirements of the Company or any estate or interest in or any right over or option in any such property and to work operate and develop and turn to account or selling, mortgaging or disposing off and dealing with same and by erecting, laying down, enlarging, altering, constructing, maintaining on any lands of or in possession, of the Company any factories, other buildings, structures, works machinery, plant premises, gardens, studios, laboratories, cinema house or house to show pictures, office and workshops and to let on hire and to improve, extend, repair, add alter, enlarge and remove all or any of the building, factories, premises, machinery and other things for the time being the property of the company and to expand for such purposes from time to time such sums of money as the company may deem necessary or expedient.
15. To exchange, sell, convey, mortgage, assign or let on lease or leases the whole or any part of the property (whether moveable or immovable) of the company and to accept as Government Securities or securities guaranteed by the Government of India or State or other Government or Municipal, Port Trust, Railway or there authority or shares, debentures, stocks, bonds, or securities of any other joint-stock company or companies or partly the other or such other property or securities as may be determined by the company and take back or require 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.
16. To appoint engineers, contractors, managers, brokers, underwriters, canvassers, agents and other persons to establish and maintain agencies or branches in any part of India or elsewhere for the purposes of the company and to discharge and to discontinue the same.
17. To apply for, purchase or otherwise acquire and protect, prolong and review whether in India or elsewhere any patents brevets' d inventions licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purpose of the company acquisition of which may seem calculated directly or indirectly to benefit the company.
18. To accept expeditions and commission 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 and advance money either with or without interest and either with or without security and generally to lend money to such person or persons, firm and/or companies, limited or otherwise and to such customers, sellers and others and members of the staff, having dealings with the company or not, upon such terms and conditions as the company may think fit by any such persons provided that the company shall not carry on the business of banking as defined by the Banking Companies Act, 1949.
20. To make advances of such sum or sums of moneys upon or in respect of or for the purpose of raw materials, goods, machinery, stores or any other property, articles and things required for the purposes of the company upon such terms with or without security as the company may deem expedient.
21. To borrow or raise money or to receive money on deposit at interest or secure the payment money for any of the purposes of the company or in connection with the company's business or otherwise and at such time or times and in such manner as may be thought fit by the company and in particular by issue of debentures or debenture stock, perpetual or otherwise including debentures or debenture stock convertible into shares of this or any other company charged or not charged upon all or any of the company's property, both present and future including its uncalled capital, or perpetual annuities and as security for any such money so borrowed raised or received or of any such debenture 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 payoff any such securities.

22. To make, draw, accept, endorse, discount, execute, issue negotiate, assign and otherwise deal in cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds bills of lading railway receipts, warrants and all other negotiable or transferable instruments.
23. To open account or accounts with any individual, firm or company or with any Bank or Bankers, and shroffs and to pay into, and withdraw money from such account or accounts.
24. To make donations to such persons, institutions and bodies and in such cases either of cash or any other assets as may be thought directly or indirectly conducive to any of the Companys objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to this company and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or there objects and to establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for the benefit of the employees or ex-employees or of persons having dealing with the Company or the dependents, relatives or connections of such person and in particular friendly or other benefit society and to grant pensions, allowances, gratuities, and bonuses either by way of an annual payment or a lump sum and to make payment towards insurance and to form and contribute to provident and benefit funds, to or for such persons and to subscribe or otherwise assist or grant money to religious, scientific, national or other institutions, objects or purpose.
25. To remunerate, pay brokerage or commission either in cash or in fully paid up shares with or without preferred or deferred rights attached, to any person firm or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing or subscribing any shares in the company's capital or any debentures or a debenture stock or other securities of the company or in about the formation or promotion of the company or the acquisition of property by the company or in the conduct of its business or in any other manner whatsoever.
26. To distribute as dividend or bonus amongst the members or to place to reserve and otherwise to apply as the company may from time to time determine any moneys received in payment of dividends accrued on forfeited shares and moneys or dividends arising from the sale by the company of the forfeited shares or any moneys received by way of premium on shares or debentures issued at a premium by the company.
27. To invest and deal with the moneys not immediately required in such manner as may from time to time be thought fit by the company.
28. To create any depreciation funds, reserve fund, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the company or for any other purpose conducive to the interest of the company.
29. To entitle Directors to work in India and/or elsewhere and have dealings with the Company in all respects for the business of the Company and also as buying and selling agents for all kinds of goods commodities and articles dealt in by the Company for which the said Directors shall be entitled to a remuneration in addition to the fees payable to them as such Directors.
30. To Indemnify members, officers, Directors, Agents and Servants of the Company against proceedings, costs, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company or for any loss, damages, or misfortune whatever, which may happen in execution of duties of their office or in relation thereto.
31. To form, promote, subsidise, organise, and assist or aid in forming, promoting, subsidising, organising assisting or aiding any other companies, syndicates or partnership of all kinds for the purpose of acquiring and undertaking all or any of the property and liabilities of this Company or advancing directly or indirectly objects or interest thereof or for any other purpose which this Company may think expedient and to take or otherwise acquire and hold shares, stocks and securities of any such Company and guarantee the payment of any debentures, or other securities issued by any such company.
32. To let out on hire to grant licence for the use of all or any of the property of the Company (whether real or personal) including every description of apparatus or appliances of the Company.

33. To procure the Company to be registered or incorporated or recognised in any part of the world in accordance with the laws for the time being at such place.
34. To take such steps as may be necessary to give the company the same rights and privileges in any part of the world as are possessed by local companies or partnership of a similar nature.
35. To sell, lease, mortgage, surrender, abandon and in other manner deal with and dispose of the undertaking or all or any of the property of the Company for such consideration as the Company may think fit either for cash or for shares, stocks, debentures and other securities of any other company or for any other consideration, subject to the provisions of the Companies Act, 1956.
36. Subject to the provisions of Section 205 of the Companies Act, 1956 to distribute any of the property of the Company or any proceeds of the sale or disposal of any property of the Company in specie among the members of the Company, in the event of winding up.
37. To amalgamate with any company whose objects are similar wholly or partly to those of this Company whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking subject to the liabilities of this or any other company as aforesaid with or without winding up or any sale or purchase (for fully or partly paid up shares or otherwise) of all the shares or stock of this or any such other company as aforesaid or by partnership or any arrangements, of the nature of partnership or in any other manners.
38. To payout of the funds of the company all or any costs, charges, and expenses, preliminary and incidental to the promotion, formation, registration, advertisements and establishment of this Company and the issue and subscription of the share or loan capital including brokerage and/or commission for obtaining application for or placing or guaranteeing the placing of shares or any debentures, debenture-stock and other securities of this company and also all expenses attending the issue of any circular or notice and forms to be filed up by the members of the company.
39. To do all or any of the above things as are incidental or as may be thought conducive to the attainment of the objects or any of them in India or in any part of the world as principals, agents, contractors, and either alone or in conjunction or collaboration with other and either by or through agents, trustees, contractors or otherwise.
40. To provide for and furnish or secure to any members or customers of the company, or to any subscribers to or purchaser or possessors of any products of the company or of any coupons or tickets issued with any products or goods sold by the company, any chattels, conveniences, advantages, benefits, or special privileges, which may seem expedient and whether gratuitions or otherwise.
41. To acquire and undertake the whole or any part of the business property or any liabilities of any person or company carrying on or proposing to carry on or possessed of property suitable for the purposes of the company or which can be carried on in conjunction there with or which is capable of being conducted so as directly or indirectly to benefit the company.
42. In the course of business of the Company to guarantee the performance of any contract or obligation of any company, firm or persons, and to guarantee the payment of repayment and the capital and principal of and interest or premium payable on any stock, shares and securities, debentures, debenture-stock, mortgages, loan or other securities issued by any company, corporation, firm or person, including (without prejudice to the said generality) bank overdrafts, bills, of exchange and promissory notes and generally to give guarantees and indemnities.
43. To become member of any other bodies or persons, associations, institutions, clubs, societies and bodies corporate including companies limited by guarantee.
44. To accept gifts, bequestes, devices or donation of any movable or immovable property or any right to interest therein from members or others.
45. To establish show-rooms, workshops, offices, laboratories and factories suitable for the purpose of the company's business.
46. To acquire or undertake by purchase, lease, leave and licence or otherwise the whole or any part of the business, property, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the business or businesses which this company is authorised to carry on or which is similar in the nature to the business of this company or possessed of any property suitable for the purposes of the company



of which may seem, directly or indirectly calculated to benefit this company 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 enter into any arrangement for sharing profits or for agency for joint operations or for co-operation or for limiting compensation or for mutual assistance with any such person, firm or company and to give and accept, by way of consideration for any acts or things aforesaid or property acquired and shares, debentures, debenture-stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture-stock or securities so received 'and to conduct and carry on or liquidate and wind up any such business.

4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
5. The Authorised Share Capital of the Company is Rs. 50,00,00,000/- (Rupees Fifty Crores only) divided into 3,50,00,000 (Three Crores Fifty Lacs only) equity share of Rs. 10/-(Rupees Ten only) each and 1,50,00,000 (One Crore Fifty Lacs only) Cumulative Redeemable Non-Convertible Preference Shares of Rs. 10/- (Rupees Ten only) each.

We, the several persons whose names and address are subscribed hereto, 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 opposite our respective names.

Names, addresses, Description and Occupation of Subscribers	No. of Equity Shares agreed to be taken by each Subscriber	Name, Address, Description Occupation & signature of Witness
<p><b>1. Ashish Shah</b> S/o, Virendrabhai Bhogilal Shah 2, Jain Merchants Society, Paldi, <b>Ahmedabad – 380 007.</b> Business Sd/ - A.V. Shah</p>	<p>100 (One Hundred)</p>	<p>Common Witness to both</p> <p><b>Mukesh Chokshi</b> S/o, Rasiklal Chokshi 1455, Toda' s Pole, Sheth' s Pole, Mandvi' s Pole, Ahmadabad – 380 001. Chartered Accountant Sd/- Mukesh Chokshi</p>
<p><b>2. Vinod Arora</b> S/o, Shri Parmanand Tekchand Arora, 20, 'Sarathi', Near Drive-In-Cinema, <b>Ahmedabad – 380 052.</b> Business Sd/- V.P. Arora</p>	<p>100 (One Hundred)</p>	
<p><b>Total :</b></p>	<p><b>200 (Two Hundred)</b></p>	

Place : Ahmadabad

Dated this 9<sup>th</sup> day of **March, 1988**