
MEMORANDUM OF ASSOCIATION

AND

ARTICLE OF ASSOCIATION

OF

TECHNO ELECTRIC & ENGINEERING COMPANY LIMITED
(CIN: L40108UP2005PLC094368)



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Kanpur
Westcott Building, The Mall,, Kanpur, Uttar Pradesh, India, 208001

Corporate Identity Number: U40108UP2005PLC094368

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The shareholders of M/s Techno Electric & Engineering Company Limited having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 29-09-2018 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Kanpur this Eighth day of October Two thousand eighteen.



Prem Chand

Registrar of Companies

RoC - Kanpur

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

Techno Electric & Engineering Company Limited

C-218, Ground Floor (GR-2), Sector-63, Noida, Gautam Buddha Nagar, Uttar Pradesh, India, 201307



भारत सरकार
कारपोरेट कार्य मंत्रालय
कार्यालय कम्पनी रजिस्ट्रार,
उत्तर प्रदेश,
37/17, वेस्टकाट बिल्डिंग, दि माल,
कानपुर - 208001 (उ.प्र.)
ई-मेल/ E-mail : roc.kanpur@mca.gov.in



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
OFFICE OF REGISTRAR OF COMPANIES,
UTTAR PRADESH,
37/17, Westcott Building, The Mall,
Kanpur - 208001 (U.P.)
फोन/ Phone : 0512 - 2310323/2310443

No. TC/Misc/TEECL/20-94368/2808

Speed Post
Dated 05.09.2018
06.

M/s. Techno Electric & Engineering Company Limited
C-218, Gr. Floor, Sector-63,
Noida-201307.

Sub: Change of name.

Sir,

With reference to your letter dated 20.08.2018 on the subject cited above. it is informed that Simran Wind Project Limited, CIN U40108UP2005PLC094368 having its registered office at C-218, Ground Floor (Gr-2), Sector-63, Noida, Gautam Buddha Nagar-201307 has changed its name to Techno Electric & Engineering Company Limited pursuant to order of the Hon'ble National Company Law Tribunal, Bench at Allahabad passed on 20.07.2018, sanctioning the Scheme of Amalgamation.



Yours faithfully,

(Sudhir Kapoor)
Registrar of Companies,
Kanpur.



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

10/499-B, Allenganj,, Khalasi Line,, Kanpur, Uttar Pradesh, India, 208002

Corporate Identity Number: U40108UP2005PLC094368

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s SIMRAN WIND PROJECT LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of West Bengal to the Uttar Pradesh and such alteration having been confirmed by an order of Regional Director bearing the date 18/04/2017.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Kanpur this Twenty third day of June Two thousand seventeen.



Ruvit Kumar

Deputy Registrar of Companies

Registrar of Companies

RoC - Kanpur

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

SIMRAN WIND PROJECT LIMITED

C-218, Ground Floor (GR-2), Sector-63, Noida, Gautam Buddha Nagar, Uttar Pradesh, India, 201307



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, पश्चिम बंगाल

लिमिटेड कम्पनी के रूप में परिवर्तित होने के परिणामस्वरूप, कम्पनी के नाम में परिवर्तन का नया
निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U40108WB2005PLC166026

मैसर्स SIMRAN WIND PROJECT PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

SIMRAN WIND PROJECT PRIVATE LIMITED

जो मूल रूप में दिनांक छब्बीस अक्टूबर दो हजार पांच को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

SIMRAN WIND PROJECT PRIVATE LIMITED

के रूप में निगमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, 1956 की धारा 44 के साथ पठित धारा 31/21 की शर्तों के अनुसार विधिवत
आवश्यक विनिश्चय दिनांक 30/05/2013 को पारित किया है, उक्त कम्पनी का नाम परिवर्तित होकर आज मैसर्स

SIMRAN WIND PROJECT LIMITED

हो गया है तथा यह प्रमाण-पत्र उक्त अधिनियम की धारा 23(1) के अनुसरण में जारी किया जा रहा है।

यह प्रमाण-पत्र, आज दिनांक चौदह जून दो हजार तेरह को कोलकाता नगर में जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, West Bengal

Fresh Certificate of Incorporation Consequent upon Change of Name on
Conversion to Public Limited Company

Corporate Identity Number : U40108WB2005PLC166026

In the matter of M/s SIMRAN WIND PROJECT PRIVATE LIMITED

I hereby certify that SIMRAN WIND PROJECT PRIVATE LIMITED which was originally incorporated on Twenty Sixth day of October Two Thousand Five under the Companies Act, 1956 (No. 1 of 1956) as SIMRAN WIND PROJECT PRIVATE LIMITED having duly passed the necessary resolution on 30/05/2013 in terms of Section 31/ 21 read with Section 44 of the Companies Act, 1956; the name of the said company is this day changed to SIMRAN WIND PROJECT LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Kolkata this Fourteenth day of June Two Thousand Thirteen.

Registrar of Companies, West Bengal

कम्पनी रजिस्ट्रार , पश्चिम बंगाल

*Note: The corresponding form has been approved by DEBASISH BANDOPADYAY, 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:

SIMRAN WIND PROJECT LIMITED

P-46A, RADHA BAZAR LANE, KOLKATA - 700001,

West Bengal, INDIA





भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, पश्चिम बंगाल

कम्पनी अधिनियम, 1956 की धारा 18(3)

राज्य परिवर्तित करने के संबंध में, कम्पनी विधि बोर्ड के आदेश के पंजीकरण से संबंधित प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U40108WB2005PTC166026

मैसर्स SIMRAN WIND PROJECT PRIVATE LIMITED

ने अपने विशेष विनिश्चय द्वारा, इसके पंजीकृत कार्यालय को महाराष्ट्र राज्य से पश्चिम बंगाल राज्य में स्थानान्तरित करने के निमित्त अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है और इस परिवर्तन की पुष्टि

Mumbai Bench, Mumbai

के दिनांक 03/08/2011 के आदेश द्वारा किए जाने पर,

मैं, यह सत्यापित करता हूँ कि उक्त आदेश की सत्यापित प्रतिलिपि को आज पंजीकृत कर लिया गया है।

कोलकाता में, यह प्रमाण-पत्र, आज दिनांक आठ अगस्त दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, West Bengal

SECTION 18(3) OF THE COMPANIES ACT, 1956

Certificate of Registration of Company Law Board order for Change of State

Corporate Identity Number : U40108WB2005PTC166026

M/s SIMRAN WIND PROJECT PRIVATE LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Maharashtra to the West Bengal and such alteration having been confirmed by an order of Mumbai Bench, Mumbai bearing the date 03/08/2011.

I hereby certify that a certified copy of the said order has this day been registered.

Given at Kolkata this Eighth day of August Two Thousand Eleven.

Registrar of Companies, West Bengal

कम्पनी रजिस्ट्रार, पश्चिम बंगाल

*Note: The corresponding form has been approved by DEBASISH BANDOPADHYAY, 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:

SIMRAN WIND PROJECT PRIVATE LIMITED
P-46A, RADHA BAZAR LANE, KOLKATA - 700001,
West Bengal, INDIA





प्राख्य आई. आर.
Form. I.R.
निगमन का प्रमाण - पत्र
CERTIFICATE OF INCORPORATION

CIN U 40108 PN 2005 PTC 021476

मैं एतद्वारा प्रमाणित करता हूँ की आज _____ (कम्पनी
अधिनियम 1956 का सं 1) के अधिन निगमित की गई है और वह कम्पनी परिसिमीत है ।

I hereby certify that SIMRAN WIND PROJECT PRIVATE LIMITED is this day
incorporated under the Companies Act, 1956 (no. 1 of 1956) and that the company is
limited.

मेरे हस्ताक्षर से आज ता. _____ को दिया गया ।

Given under my hand at PUNE this TWENTYSIXTH day of OCTOBER TWO
THOUSAND FIVE.




(R.V.DANI)

कम्पनीयों का रजिस्ट्रार, महाराष्ट्र, पुणे.
REGISTRAR OF COMPANIES,
MAHARASHTRA , PUNE.

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

TECHNO ELECTRIC & ENGINEERING COMPANY LIMITED

(Incorporated under the Companies Act, 1956)

- I. The Name of the Company is **“TECHNO ELECTRIC & ENGINEERING COMPANY LIMITED.”**
- II. The Registered Office of the Company will be situated in the State of Uttar Pradesh.
- 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 ARE:

1. To carry on in India and anywhere else in the World the business of and as an independent power project company and for the purpose to establish, develop, install, commission, acquire, operate and maintain, either independently and / or in association with, non-conventional and renewable power projects including but not limiting to wind, solar, hydro, biomass, geothermal, tidal, wave energy and to do all activities as may be considered necessary, desirable and expedient in that behalf including but not limiting to acquiring and developing land, setting-up and / or arranging for necessary infrastructure like development of site and other civil construction work, laying transmission lines, setting-up sub-stations, installation, erection, commissioning of independent power projects, marketing, buying, selling and dealing in power.
2. To carry on the business of an electric, light and power company in all its branches, and to construct, lay down, establish, operate and maintain power generating units and power stations and to generate, accumulate, distribute and supply electricity for the process of light, heat, motive power, and for all other purposes for which electric energy can be employed and to manufacture and deal in all apparatus and things required for, or capable of being used in connection with the generation, distribution, supply, accumulation, and employment of electricity, including in the term electricity all power that may be directly or indirectly derived therefrom, or may be incidentally hereafter discovered in dealing with electricity and to carry on the business of consultants and advisers in relation to the business aforementioned.

3. To carry on the business of Contractors, Manufacturers, Constructors, Conditioners, Suppliers of and dealers in Electrical, Mechanical and other Appliances, Cables, Wires, Accumulators, Machinery, Implements and Electrical goods of all kinds and to carry on the business of Mechanical, Electrical, Civil, Structural, Ground and Motor Engineers in all their branches and the business of Builders, Contractors and dealers in stone, sand, lime, brick, timber, hardware and other building requisites and erection, installation in factories, projects, workshops, offices and residential houses as may be conveniently carried on by the Company and to purchase, sell, import, export, manufacture and deal in all sorts of electrical and structural materials.

(B) MATTERS WHICH ARE NECESSARY FOR FURTHERENCE OF THE OBJECTS SPECIFIED IN CLAUSE III (A) ARE:-

4. To form, constitute, float, advance money to assist and control similar associations or undertakings.
5. To acquire real or leasehold estate and to purchase, or acquire or provide in any place in which any part of the business of the Company may from time to time be carried on, all such offices, warehouses, workshops, buildings, houses for employees and directors, machineries, engines, plants and appliances as may be considered requisite for the purpose of carrying on the business of the Company or any part thereof.
6. To form, constitute, float, advance money to assist and control similar associations or undertakings.
7. To promote, subsidise and assist companies, syndicates and partnerships of all kind in any manner as may be thought fit in connection with any of the above objects of the Company.
8. To hold use, work, manage, improve, carry on, develop the undertaking, lands and movable estate or property and assets of any kind of the Company or any part thereof.
9. To dispose of any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as may be thought fit and to accept payment or satisfaction for the same in cash.
10. To subscribe for, take or acquire and hold shares, stocks debentures or other securities of 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 directly to benefit the Company.
11. To subscribe or contribute or to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, or any other useful institutions in their objects or purposes or for any exhibitions but not for political objects.

12. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donation, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of Company or of any Company which is a subsidiary of the Company or is allied to or associated with the Company or with any subsidiary company or who are/were at any time Director or officers of the Company or of any such other company as aforesaid and the wives, widows, families and dependants of any such persons and also to establish and subsidise and subscribe to any institutions, associations, club or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other company as aforesaid and make payment to or towards the insurance of any such persons as aforesaid and to any matters aforesaid either alone or in conjunction with any such other company as aforesaid.
13. To provide for the welfare of Directors, employees, or ex-employees of the Company and the wives, widows and families of the dependants or connections of such persons by building or contributing for the building, houses, dwelling or quarters, or by grants of money, pensions, gratuities, allowance, bonus, profit sharing bonus or benefits or other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds profit sharing or other scheme or trust and by providing or subscribing, or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendants, and other assistance as the Company shall think fit.
14. To establish, provide, maintain and conduct or subsidise research, laboratories and experimental workshop for scientific and technical research and experiments and undertake and carry on with all scientific and technical research experiments and tests undertake and to promote studies and research both scientific and technical investigation and invention by providing subsidy or assisting laboratories workshops, libraries, lectures, meetings and conferences and by providing the remunerations of scientific or technical professor or teachers and by providing for the awards or exhibition, scholarship prizes and grants to students or otherwise and generally to encourage promote and reward studies, researches, investigation, experiment, tests and invention of any kind that may be considered likely to assist any of the business which the Company is authorised to carry on.
15. To appoint any Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
16. To aid pecuniary, any association, body or movement having similar object, the solution, settlement or labour problems or the promotion of industry or trade.
17. To acquire and undertake all or any of the business property and liabilities of any person, company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of the Company which can be capable of being conducted so as directly

- to benefit the Company and to subsidise or assist any such persons or company financially.
18. To vest any movable or immovable property rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
 19. To advance money or give credit to such persons or companies and on such terms as may seem expedient and in particular to customers and others having dealing with Company and to guarantee the performance of any contract or obligation and the payment of money to any such person or companies and generally to give guarantee and indemnities.
 20. To guarantee the payment of money secured or unsecured by or payable under in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages charges, obligations, instruments, of any person whatsoever, whether incorporated or not and generally to guarantee or become securities for the performance of any contracts or obligations.
 21. To undertake and execute any trust, the undertaking of which may seem to the Company desirable either gratuitously.
 22. To carry on business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary or other companies and to enter into any arrangement with such subsidiary Company for taking the profits and bearing the loss at any business or branch so carried on, or branch so guaranteeing its liabilities or to make any other arrangements which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily to close any such branch or business.
 23. To pay all preliminary expenses of any company promoted by the Company or any company in which this Company is or may contemplate being interested including in such preliminary expenses all or any part of the cost and expenses of owners of any business or property acquired by the Company.
 24. To procure other recognition of the Company in any country, state or place outside India and to establish and maintain local registers and branch places of business in any part of the world subject to law in force.
 25. To create any depreciation fund, reserve fund, sinking fund, insurance fund, educational fund or any other special fund or reserves 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 conducive to the interest of the Company.
 26. Subject to the provisions of the Companies Act, 2013, to place to reserve or to distribute as dividends or bonus share among the members or to apply any

money received by way of premium on shares or debentures issued at a premium by the Company and any money received in respect of dividends accrued on or arising from the sale of forfeited share.

27. To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly, calculated to benefit the Company and to place or guarantee the placing of subscribed for or otherwise acquired all or any part of the shares, business capable of being conducted so as directly or indirectly to benefit the Company.
28. To pay out of the funds of the Company all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital including any undertaking or other commissions, broker's fees and charges in connection therewith and to remunerate (by cash or other assets or by the allotment of fully or partly paid shares) or by a call or option on shares, debentures, debenture-stocks, or securities of this or any other company or in any other manner whether out of the Company's capital or profits or to any person or persons for services rendered in introducing any property or business to the Company, in placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture-stocks or other securities of the Company as the directors may think proper.
29. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and deal with cheques, drafts, bills of exchange, promissory notes, hundies, debenture, bonds, bills of lading, railway, receipts, warrants and all other negotiable or transferable instruments.
30. To insure with any other company or person against losses, damages, risks and liabilities of all kinds which may affect this Company.
31. To open account or accounts with any firm or Company or with any bank or banks or bankers to pay into, withdraw money from such account or accounts.
32. To apply for, tender, purchase or acquire any contracts, sub-contracts, licences and concessions for 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.
33. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings having similar objects and generally of any assets, property or rights.
34. To take part in the management, supervision and control of the business or operation of any company or undertaking' having similar objects and for that purpose to appoint and remunerate any directors, trustees, accountants or other experts.

35. Subject to the provisions of the Act, to pay for any properties, rights or privileges acquired by the Company either in shares of the Company or partly in shares and partly in cash.
36. To amalgamate, enter into partnership or into any arrangement for sharing or pooling of profits, amalgamation, union of interest, cooperation, joint venture, reciprocal concession or with any person, firm or company carrying on or engaged in or about to carry on any business or transaction which may seem capable of being carried on or conducted so as, directly or indirectly to benefit the Company.
37. To invest or employ or deal with money belonging to or entrusted to the Company in securities and shares or other movable or immovable property or without security upon such terms and in such manner as may be thought proper from time to time, to vary such transactions and investments in such manner as the Directors may think fit subject to the provisions of the Companies Act, 2013.
38. To purchase acquire, protect, prolong and renew any patents, rights, inventions, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account the same and to grant licence or privileges in respect of the same.
39. To pay or satisfy the consideration for any property, rights, shares, securities or assets whatsoever which the Company is authorised to purchase, or acquire either by payment in cash or by the issue of shares, or other securities of the Company, or in such other manner as the Company may agree to partly in one mode and partly in another.
40. To search for and to purchase, protect, prolong, renew or acquire from any Government, state or authority any patents, protections, licences, concessions, grants, decrees, rights, powers and privileges which may seem to the Company capable of being turned to account, to work develop, carry out, exercise and turn to account the same.
41. To furtherance of the aforesaid objects of the Company, to enter into negotiations with and enter into arrangements and contracts and conclude the same with foreign and/or Indian parties and other persons for obtaining by grant, licence, and/or on other terms, formulate and other rights and benefits, and to obtain technical and engineering information assistance and service know-how and expert advice for installation of plant and machinery, production and manufacture of any products, and to pay for technical know-how, technical and engineering assistance and information and/or service rights or privileges acquired by the Company either in shares of the Company or partly in cash or otherwise, and to pay to promoters such remuneration and fees and otherwise recompense them for their time and for the service rendered by them.
42. To do above things as may be incidental or conducive to the attainment of above objects, as principals and as through agents, brokers, trustees, contractors, either alone or in partnership or in conjunction with others.

43. Subject to the provisions of Section 73 of the Companies Act, 2013 and the rules made thereunder and the directives of the Reserve Bank of India, to borrow or raise or secure the payments of money or to receive money other than public deposit at interest for any of the purposes of the Company and at such time and from time to time and in such manner as may be thought fit and in particular by the issue of debenture or debenture-stocks convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received or for any such debentures or debenture-stocks 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 assignments or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company as the case may be provided that the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.
44. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities imperial, supreme, national, local, municipal of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of carrying out the objects of the Company directly or indirectly or effecting any modifications in the Constitution of the Company or furthering interests of its members and to oppose any such steps taken by any other Company, firm or person which may be considered likely directly or indirectly to prejudice the interest of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interests of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company.
45. To apply for, promote and obtain any Act of Parliament or legislature, charter, privilege, concession, licence or authorisation of Government State or Municipality provisional order or licence of the Board of Trade or other authority for enabling the Company to carry out any of the objects into effect or for extending any of the powers of the Company for effecting any modification of the constitution of the Company for any other purpose which may seem calculated, directly or indirectly to prejudice the interests of the Company.
46. To make and/or receive donations, gifts or income to or from such persons, institution or trusts and in such cases and whether of cash or any other assets as may be thought directly or indirectly to benefit the Company or any of the objects of the Company and also to remunerate any person or corporation introducing or assisting in any manner the business of the Company.
47. To establish and support or aid in the establishment of and support associations, institutions, companies, societies, 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 persons and in particular friendly or other benefit societies and to grant pensions, allowances and bonuses either by way of annual payments or by way of lump sum and to make payments towards insurance and to form and contribute to provident and benefit funds, or to such persons.

48. To indemnify members, officers, directors, agents and employees of the Company against proceedings, cost, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company or any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of their offices or in relation thereto.
49. To establish agencies in India and abroad for sale and purchase to regulate and discontinue the same subject to law in force.
50. Subject to the provisions of the Act, the company shall have power to borrow any sum or sums of money either by way of short/long term loans for the purpose of the company and whether with or without any security or by such other terms and conditions and from such person or persons, firms, bank or any financial, industrial, institutions or any government or semi-government corporation as the company may deem fit.
51. To carry on the business of manufacturers, importers, exporters, assemblers, hirers and repairers of and/or dealers in and marketing and distribution of computers and computer peripherals, softwares and hardwares, computer parts, data transmission circuit, audio visual equipments and consumer electronics, radio receivers, television receivers, television picture tubes, tape-recorders, record changers, professional and defence electronics, test and measuring instruments, inspection instruments, digital and analytical instruments, electronic environmental and pollution measuring instruments, photocopying machines and other office equipments, electronic desk calculators, scillios copes and associated instruments, process control systems, industrial electronics, medical electronic equipments, electro devices, audio record/play back systems, closed circuit T.V., aerospace electronics, geo science electronics, broad casting electronics and for the purpose of foregoing but without limiting the generality, materials, accessories, components and spare parts thereof.
52. To undertake and/or direct all types of construction and the maintenance of and to acquire by purchase, lease, exchange hire lands, properties, buildings and estates of any tenure or any interest therein, to sell, lease, let, mortgage or otherwise dispose off the same and to purchase, construct and sell for self or for any person free hold or lease hold lands, house properties, buildings, offices, factories, work-shops, godowns, farm houses, farms and any kind of landed properties or any share/interest therein and to carry on the business of land and estate agents on commission or without commission.

53. To carry on the business of and act as promoters, organisers and developers of lands, estates, properties, co-operative housing associations, housing schemes, shopping office complexes, townships, farms, houses, holiday resorts, hotels, motels and to finance with or without security and/or interest for the same and to deal with and improve such properties either as owner or as agents.
54. To carry on the business as refrigerating engineers and lessors of cold storage space, to erect, maintain and operate cold storage depots and to engage to cold storage trade in all its branches.
55. To carry on business of running nursing homes, clinics, pharmacies, indoor or outdoor hospitals, medical, anatomical, orthopaedic, surgical and 'X' Ray units, laboratories, research establishments, nature cure centres and hospitals for eye, throat and nose diseases and to acquire land, buildings plants, equipments, accessories, instruments, gadgets, furniture and fittings, and other facilities for treatment and nursing of patients, of various types of diseases, ailments sickness, illness and other body or mental troubles and to act as consultant in any and all branches of medical science.
56. To carry on business as producers, importers, exporters, buyers, sellers, manufacturers, stockists, agents and brokers of coal, charcoal, petroleum-coke, copper, iron, ore, bauxite granite, fire clay, china-clay, salt, sodium chlorides, calcium phosphate, nickel, beryllium, uranium, zinc, lead, asbestos, tin alumina, mercury, silicon, sulphur, graphite, brass, aluminium, silicate and bentonite, quartz, dextrin, magnetite, dolomite, ferro-alloys, corundum, manganese, mica, gypsum, garnet, emerald and other minerals and to act as metal founders, manufacturers, agents and dealers of metals, sheets, wires, rods, squares, plates, metal foils, pipes, tubes, ingots, billets, circles bars, beams, circle angles, structures, coils, ferrous, non-ferrous metals, utensils, decorative and art materials.
57. To carry on business as producers, manufacturers, processors, converters, refiners, bottlers, stockists, dealers, importers, exporters, traders, retailers, agents, buyers or sellers of oxygen, acetylene, ammonia, carbon dioxide, nitrogen, hydrogen, helium and other types and kinds of gases required for or used in industries agriculture, clinics, hospitals, refrigeration, aviation, transport vehicles, spare rockets and crafts communication, objects and media, power plants, domestic or public lighting, heating, cooling or cooking purposes, lighters, plants producing water, chemicals or fuels, pesticide, defence or warfare establishments, horticulture, forest or plant protection and growth and other allied purposes and to service, repair, manufacture, market or deal in machineries, plants, spare, cylinders, containers, gadgets, appliances and accessories required for, working on, using or producing any of such gases and products.
58. To carry on the business of taking/giving on hire and rent all classes and kinds of plants and machineries, lands and buildings and other properties.

59. To carry on business as laboratory, breeders, importers and exporters of and dealers in live or dead plants and animals, to act as analytical and consulting chemists and research work of any kind.
60. To carry on the business of travel agency and to act as tourist agents and contractor and to facilitate travelling and to provide for tourists and travellers such as buying, booking, hiring, leasing buses, taxies, ships, aircrafts, hotels, rooms, motels, out houses, cafeterias or promote the provision of conveniences of tourists.
61. To act as distributors, dealers, exporters, importers, agents and to undertake and carry on anywhere in India or abroad any or all the trades and business of ginner, packers, balers, spinners, weavers, processors and manufacturers of all types of yarn, fibres, fabrics, cotton, wool, silk, flax, hemp, jute, cellulose and non cellulose products, nylon, polyester whether textile, netted or looped and also fibrous or textile substances altering, adding, bleaching, blending, carbonising, calendaring, converting, colouring, curing, creeping, dyeing, doubling, dipping, dewatering, developing, enlarging, extracting, finishing, improving, knitting, knotting, manipulating, mercerising, making, printing, preparing, reconditioning, refining, sizing, scouring, sanforizing, treating, twisting, thinning, texturising, watering, washing, working, utilising.
62. To act as adviser on portfolio management, sale of properties and to act as Registrars and Managers to the issue.
63. To establish, maintain and operate shipping, air transport and road transport services and all ancillary services and for these purposes or as an independent undertaking to purchase, take in exchange, charter, hire, build, construct or otherwise acquire and to own, work, manage and trade with steam, sailing, motor and other ships, trawlers, drifters, tugs and vessels, aircraft and other vehicles with all necessary and convenient equipments, engines, tackle, gears, furniture, and stores and to maintain, repair, fit out, refit, improve, insure, alter, self, exchange or let out on hire or hire-purchase or charter or otherwise deal with and dispose off any of the ships, vessels, aircrafts and vehicles or any of the engines, tackles, gears, furniture, equipments and stores.
64. To carry on the business of warehousing in all its aspects in India and elsewhere.
65. To carry on business as manufacturers, dealers, importers, exporters, stockists or distributors of razors, safety razors, blades and shaving sets.
66. To carry on the business as producers, dealers, analysts, investigators and consultants in public health and environmental engineering, water sewage and effluent treatment, water, air and land pollution control, industrial engineering and for the purpose to carry on civil, structural, mechanical, chemical, electrical, metallurgical, hydraulic, ecological or any other branches of engineering and science and to develop and/or provide technical or industrial know-how, formula,

processes and applied technology and to act as engineers, architects, planners, designers, technical advisers, analysts, investigators, consultants, contractors and to undertake and execute any contract in connection with the objects and to buy, sell, import, export, build, process, manufacture, fabricate, alter, repair, convert, let on hire and deal in all or any of them.

67. To manufacture welding products including welding torches, metal spray powers, fluxes and soldering, filling brazing and joining metals and alloys, welding heads and accessories, job manipulators, tube to tube sheet welding, orbital welders, girth welders, custom designed equipment and engineering systems, welding and metal fabrication equipment systems, to suit cross country pipe line construction and laying, hard facing, surfacing equipment and systems used for reclamation and recycling of machinery parts in coal, mining and crushing industry, mining completes, power plants, cement mills, sugar industry, transportation industries, chemicals and fertilizers plants, defence workshops, earth moving equipments and other industries.
68. To carry on the business as manufacturers, manufacturers' representatives, dealers, retailers, wholesalers, repackers, factors, agents, consignors, consignees, shippers, distributors, stockists, buyers, sellers and indenters of all classes, kinds, types sizes, nature and descriptions of safety equipments, made of whatever metal and/or substance by any devices such as mechanical, engineering, electrical and electronic to safe guard, protect, preserve and maintain all sorts of assets, valuables monies, money' worth, machines, men and livestock.
69. To carry on the business of electricians, electrical engineers and manufacturers of all kinds of electrical machineries and electrical apparatus and to manufacture, sell, supply, lay down, establish, fix carry out and deal in accumulators, lamps, meters, cables, wires, lines, pots, engines, dynamos, of any kind and accessories thereof and manufacturers of and dealers in scientific instruments of any kind.
70. To carry on the business as manufacturers, moulders, producers, extruders, weavers, refiners, fabricators, assemblers, suppliers, processors, stitchers, laminators, sealers, stockists, and dealers in all classes, kinds, type and nature of plastic materials, plastic articles including but without limiting the generality of the foregoing, polymer sun films, polymer production line, LDPE-HDPE-HM, HD-PPE-multilayer, monolayer plastic films; packing materials and packages made of whatever materials/substances and compounds including paper, jute, cotton, rubber, glass board and wood; intermediates, derivatives, bye-products and substitutes of all or any of them.
71. To carry on any where in the world, the business of running hotel in all its aspects, lodging and boarding and to run, manage, acquire, control, own, purchase, hire the same including restaurant, cafe, tavern, beer house, refreshment-room, lodging-house keepers, licensed victuallers, subject to law, wine beer and spirit merchants, importers and dealers of aerated, mineral and artificial waters and other drinks, purveyors, caterers for public amusements, ice merchants, importers and

workers of food, live and dead stock and colonial and foreign produces of all description, hair dressers, perfumers, proprietors of clubs, baths, dressing rooms, laundries, reading, writing and newspaper rooms, libraries, grounds and places of amusements, recreation, sports dances and entertainments of all kinds and cigar merchants, agents for railway, shipping and airplane companies, carriers, theatrical and opera box office proprietors, entrepreneurs and general agents of things which can be conveniently carried on in connection therewith.

72. To carry on the business of advertising contractors and agents, to acquire and dispose off advertising time, space or opportunities in any media, to undertake advertising and promotional campaigns of every nature, to acquire and provide promotional requisites.
73. To carry on the business of printers, stationers, lithographers, type founders, stereotypes, photographic printers, photo-lithographers, chrome-lithographers, engravers, die-sinkers, bookbinders, designers, draughtsmen, paper and ink manufacturers, book-sellers, publishers, engineers and dealers in or manufacturers of above articles or things or any of them or concerned therewith.
74. To carry on the business of management consultants and for that purpose to take part in the formation, management, supervision or control of the business or operations of any company or undertaking and to act as administrators, receivers and to appoint and remunerate any directors, administrators, managers or accountants or other experts or agents.
75. To carry on the business of water-proofers of all kinds.
76. To carry on the business of manufacturers and suppliers of all classes, kinds, types, nature and descriptions of engineering goods including but without limiting the generality of the foregoing, D.C. variable, speed drive controllers, A.C., D.C. current couplings, meters, counters made of whatever metals and substances.
77. To carry on business as manufacturers, dealers, traders, importers, exporters, distributors, agents, consignors, consignees, crushers, cutters, grinders, processors of all classes of marbles, whether synthetics or natural, granites, stones, chips, tiles, bricks and sand.
78. To carry research and development work for industrial, agricultural and minerals productivity and methods of productions, matters and problems relating to accountancy, business management, distribution, marketing and selling and to collect, analyse, examine, prepare, formulate, publish, distribute and circulate data, statistics, reports, journals, books, magazines, newspapers, literature and information relating to any type of business, trade, industry, sports, education,
79. society, cinema or real estates and to promote or propose such methods, procedures and measure as may be considered desirable or beneficial for all or any of the objects of the Company and for extending, developing and/or improving any

type of business, trade, estate, industry, commerce, organisation, methods, techniques, technical know-how, patents, trade marks, and procedures to consider and evaluate problems relating to administration, management, manufacture, production, storage, distribution, finance, marketing and sale and/ or relating to the rendering of any service.

80. To refine, treat and render merchantable and fit for use, natural deposit of salt, brime, natron, soda, kieselguhr nitrates and derivatives. To provide a leasing advisory/counselling services to other entities and/or from the leasing arm of other entities.
81. To investigate, search, survey, prospect, explore, extract, drill, dig, raise, pump, produce, refine, purify, separate, treat, process, blend, store, transport, distribute, market, sell, pack and deal in mineral oils, whether on shore or off-shore and their derivatives, bye-products, mixtures with gaseous, liquid or solid forms and to fabricate, purchase, construct, take on lease/rent, erect, maintain machineries, plants, equipments, carriages, structures, platform towers, (jackets) piles, decks, module frames and ancillary parts of complete off-shore and on-shore installations and pipe lines related to the above activities, to take on lease, purchase or otherwise acquire lands and other places, including off-shore areas which seem capable of affording a supply of natural gas and mineral oils for conducting above activities.
82. To carry on business as consignors, consignees and agents and to buy, sell, import, export, reset, exchange, manufacture otherwise deal in all kinds and classes of cotton, woollen, rayon, silk, art silk, nylon, jute, synthetic, other natural manmade staple fibres, fabrics, yarn, thread and materials made therefrom and other synthetic fabrics, materials and garments.
83. To carry on business as producers, distributors, importers, exporters, exhibitors of cinematograph films and to manufacture, own, acquire, provide, secure, arrange or deal in films and photographic, sound recording, fighting, appliances, instruments, equipments and machines and to construct, establish, own, hire or otherwise acquire and to manage, let out for rent, fee, monetary gain or studios, laboratories, theatres, buildings, halls, open air theatres, and other buildings or work required for the purposes of production, distribution or exhibition of the films, operas, stage plays, dances, operettas, burlesques, vaudeville, revues, ballets pantomimes, spectacular pieces, promenade concerts, circus or other performances and entertainments and to act as dealers, importers, exporters of entertainment instruments and records, cinema and film projectors and cameras, wigs or materials related or connected with the aforesaid objects and businesses and to acquire exclusive or limited rights to any play, story, script, musical song and lyric, book article or any technique by producing, purchasing or otherwise acquiring and to use, exercise, develop or exploit or turn to account such right and to act as agents for training, retaining, arranging and supplying artists, stars, art directors, script or story writers, technicians, extras and other personnel required by the Company or others for film, cinema or show business.

84. To carry on the business of manufactures, exporters, importers, dealers, and merchants of vegetable products, tallow, stearine, fatty acids, acetylene gas, starch, glucose, margarine shortening compounds, cooking mediums, salad oils and refined oils and all other allies products and bye-products and the preparation of all or any of the said products or substances and the sale of all the aforesaid substances and products.
85. To carry on the business as manufacturers, suppliers, stockists, manufacturers' representatives, traders, dealers, importers, exporters, factors and agents of all classes and kinds of medicinal apparatuses, instruments, appliances, injections and tools required by physicians, surgeons, doctors, consultants, dentists and orthopedicians in their respective professions.
86. To produce, manufacture, purchase, refine, prepare, process, import, export, sell and generally deal in cement, portland cement, white cement, alumina cement, limes and lime-stones and by-products thereof, cement pipes/sheets, refractories, bricks and minerals.
87. To carry on the business of manufacturers, producers, importers, exporters, buyers, sellers, stockists, suppliers, wholesalers, retailers, jobbers, contractors, repairers, cleaners, storers and warehousemen, hirers and lessors of all types of glass including glass equipments, laboratory glass equipments, pipelines glass components like plain sections, spacers, reducers, bends, Y pieces, T pieces, joint, glass components valves, glass tubes, glass vessels like reactors, reboilers, receivers, separators, measuring and fees vessels, glass made stirrers, agitators, specially designed glass heat exchangers, columns, plain or coloured sight glasses, glass machines and plant and machinery and domestic wearers made of glass and spares, components and accessories thereof.
88. To carry on the business in India and abroad as manufacturers, producers, buyers, sellers, dealers, traders, suppliers, exporters, importers, factors, agents, consigners, consignees, distributors, advertisers, marketing agents, stockists, suppliers, Job contractors to manufacturers and packers of any brand and of classes, kinds and types of marine blue, detergent cakes, toilet soaps, laundry soaps, marine soaps, industrial soaps, detergent powder, detergent liquid, cleaning powder, washing powder, neel, whitener, slurry, benzene, glycerine, oils, silicate washing materials, toilets requisites and preparation.
89. To carry on business as manufacturers, producers, growers, fabricators, processors, refiners, stockists, agents, importers, exporters, traders, whole-sellers, retailers, distributors, concessionaries or dealers of drugs, medicines, spirits, mixtures, tonics, pigments, powder, tablets, pills, capsules, injections, compounds, mother tinctures, triturations, globules, creams scents, soaps, lotions, shampoo, toilet goods and all kinds of pharmaceuticals, cosmetics and medical preparations required or used in homeopathic, allopathic, ayurvedic, unani or nature cure or any other medicinal system or branch of medicine or as beauty aid or personal hygiene, whether for human, animal, birds, insects for whatever purposes, such as prevention, curation and nourishments.

90. To carry on all kinds of agency business and as buying and selling agents of all articles, things, commodities and products.
91. To carry on the business as consultants in marketing and survey for materials and projects.
92. To carry on business as traders, exporters, importers, suppliers, job-works, finishing, fabrications or/and manufacturing of steel, wooden, ferrous or non-ferrous metals, furniture, fixings and lighting fittings, equipments, decoratives.
93. To carry on business of manufacturers, refiners, buyers, sellers, dealers, traders, suppliers, packers, importers, exporters, factors, agents, consigners, consignees, distributors, stockist, marketing agents of all types of edible non edible and/or solvent vegetable oils.
94. To work mines or quarries and to find, win, get, work, crush, smelt, manufacture or deal with chalk, clay, ores, and generally to carry on the business of mining of all branches.
95. To carry on business as manufacturers, processors, refiners, formulators, buyers, sellers, importers and exporters and dealers in all types of chemicals including basic chemicals, heavy or fine, organic, inorganic, biological, laboratory, scientific chemicals, chemicals of any nature used or capable of being used in the pharmaceutical industry, agricultural chemicals, fertilisers, petrochemicals, sanitary, industrial chemicals or any mixtures, derivatives and compound thereof.
96. To own, occupy, purchase, sell, deal in acquire, hold, hire, possess, exchange, lease, license, mortgage, improve, grow, develop, manage, control, land and to set up agricultural farms, agricultural houses, farm-houses, orchards, gardens and to carry on the business as agriculturists, farmers, millers, gardeners, cultivators, planters, processors in connection with the agricultural and farming activities.
97. To carry on the business of manufacturers representatives, agents, traders, dealers, exporters, importers, factors, consignors and consignees of all kinds, types and sizes of articles goods, merchandise and commodities whether for domestic, commercial, industrial, agriculture and defence purpose use in India or elsewhere.
98. To undertake and carry on the business of shippers, ship owners, ship breakers, shipping agents, ship managers tug owners, loading brokers, freight contractors, barge owners, lightermen, dredgers and forwarding agents, engineers, ship store merchants, ship husbands, stevedores, salvors ship builders and ship repairers, ship breaking yards, and to carry on business of breaking cutting, dismantling of ship, steamers, trailers, steam launches, ocean going vessels plying on water either by company itself or through other arrangements whether on contract or job work basis.

99. To provide merchant banking services by acting as manager to the public issue or brokerage, loan syndication, guarantee and also to act as registrar to the issue of the companies, bodies corporate.
100. To carry on, in India and abroad, the business as manufacturer, assembler, repairer, fabricator, processor, producer, buyer, seller, dealer, wholesaler, retailer, consignor, consignee, agent, importer, exporter, consultants of and in engineering and nonengineering products of mechanical, electrical, electronic, instrumentation, hydraulic, plastic or any other nature or combination thereof, including but not limiting to renewable energy machinery, equipments, parts & components thereof.
101. To carry on, in India and abroad, the business as manufacturer, assembler, repairer, fabricator, processor, producer, buyer, seller, dealer, wholesaler, retailer, consignor, consignee, agent, importer, exporter, consultants of and in engineering and nonengineering products of mechanical, electrical, electronic, instrumentation, hydraulic, plastic or any other nature or combination thereof, including but not limiting to windmills, its parts, components, spares like steel structures, towers of any kind and nature, gear and gear box, compressor, generator, reinforced fibre glass blade, nacelle covers, control panels, printed circuit boards, meters & measuring equipments.
102. To organise, undertake, layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model on behalf of clients as well as on its own in connection with any infrastructure development like building or building scheme, roads, highways, docks, ships, sewers, bridges, canals, wells, springs, series, dams, power plants, wind power projects, renewable energy projects, boars, wharves, ports, reservoirs, embankments, tramway, railways, irrigations, reclamations, improvements, sanitary, water, gas, electric light, telephonic, telegraphic and power supply works or any other structural or architectural work of any kind and for such purpose to prepare estimates, designs, plants, specification or models as may be requisite thereof.
103. To construct, execute, undertake, carryout, run, establish, acquire, maintain, re-model, alter, develop, work, control, manage, take on lease, purchase or acquire under any other terms and conditions, any waterworks, electric generating stations, power plants, renewable energy projects, roads, tramways, underground, railroads, heat, light, gas supply works, telegraph works, hotel clubs, tanks, schools, hospitals,
104. restaurants, baths, place of worship, amusement, cremation and burial grounds, parks, gardens, libraries, reading-rooms, orchestra stands, pavilions, pony and rickshaw or other vehicle stands, shops, garages, dairy farms, which the company may think appropriate useful in this behalf, to constitute or otherwise assist or work in association with any other act for the purpose of construction, erection, demolition, removal, maintenance, improvement, administration, assessment, development, working controlling or management thereof.

105. To carry on the business of contractors and engineers including but not limiting to mechanical, electrical, canal, civil, irrigation, ratio and in all its branches.
106. To carry on in India or anywhere else in the World the business of a holding, and an investment company subject to registration with appropriate authorities and to promote, invest in, acquire, hold and deal in stocks, shares – ordinary, equity, preference, with or without voting rights, debentures, debenture-stocks, bonds, obligations, registered / unregistered depository receipts, derivatives, futures, notes, bills, insurances, promissory notes, obligations and such other securities issued by any company or any other form of limited or unlimited body, company, corporation or association, whether registered or not, carrying on the business of any nature anywhere in the world and whether secured or not and whether guaranteed or not by any Government – Federal, Central, Supreme, State, Dominion, Sovereign, Municipal, local and for the purpose either subscribe to the Memorandum and Articles of Association, purchase from secondary market, apply to the private or public issue, by private arrangement, participation in syndicates, tender, exchange or acquire and invest by any other manner or by combination of one or more methods, in one lot or in more than one phases and from time to time.
- IV. The liability of members is limited and this liability is limited to the amount un-paid, if any, on the shares held by them.
- V. The Authorised Share Capital of the Company is Rs. 360,00,00,000/- (Rupees Three Hundred And Sixty Crores Only) divided into 1,39,99,00,000 (One Hundred Thirty Nine Crores Ninety Nine Lakhs) Equity Shares of the nominal value of Rs. 2/- (Rupees Two) each and 8,00,20,000 (Eight Crores Twenty Thousand) Preference Shares of Rs.10/- (Rupees Ten) each.

(The initial authorised share capital of Rs.1,00,000/- was enhanced to Rs.25,00,000/- at the Extra Ordinary General Meeting held on 24th April 2006, which was subsequently enhanced to Rs.50,00,00,000/- at the Extra Ordinary General Meeting held on 1st June 2007, which was subsequently enhanced to Rs.70,00,00,000/- at the Extra Ordinary General Meeting held on 20th December 2007, which was subsequently enhanced to Rs.125,00,00,000/- at the Extra Ordinary General Meeting held on 12th July 2008 and reclassified as resolved at the Third Annual General Meeting held on 20th September 2008. The Authorised share capital was subsequently enhanced to Rs.135,00,00,000/- at the Extra Ordinary General Meeting held on 23rd March 2010. The Authorised Capital was increased to Rs. 220,00,00,000/- as resolved at the Annual General Meeting held on 30th September, 2010. The Authorised Capital was enhanced to Rs. 360,00,00,000/- pursuant to the Scheme of Amalgamation sanctioned by the Hon'ble National Company Law Tribunal, Bench at Allahabad vide its Order dated 20th July, 2018 by which the Authorised Capital of the transferor company was merged with the Authorised Capital of the Company.)

We, the several persons, whose names and addresses are 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 shares in the capital of the Company set of opposite our respective names:

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Number of Equity Shares taken by each Subscriber	Names, Address, Description and Occupation of the Common Witness
1.	<p>Samanvaya Holdings Private Limited Registered Office: C-501, Satellite Towers, Orion, Mundhwa, Pune – 411036</p> <p>Occp: Body Corporate</p> <p>Sd/-</p> <p>Through Shri Jitendra Ranchhodbhai Tanti Director S/o. Shri Ranchhodbhai Ramjibhai Tanti C-601, Satellite Towers, Orion, Mundhwa, Pune – 411036</p> <p>Occp: Business</p> <p>Sd/-</p>	<p>5000 (Five Thousand)</p> <hr/> <p>5000 (Five Thousand)</p>	<p>Witness to the Subscriber Geetanjali V. Godse D/o. Vishwanath D. Godse 7, Godse Bhavan, 32/1/5, Erandawane, Pune- 411004 Occp: Service (ACS No. 18026) Sd/-</p>

Place: Pune

Dated this 26th day of August, 2005

We, the several persons, whose names and addresses are 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 shares in the capital of the Company set of opposite our respective names:

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Number of Equity Shares taken by each Subscriber	Names, Address, Description and Occupation of the Common Witness
2.	<p>Suruchi Holdings Private Limited Registered Office: C-501, Satellite Towers, Orion, Mundhwa, Pune – 411036</p> <p>Occp: Body Corporate</p> <p>Sd/-</p> <p>Through Shri Vinod Ranchhodbhai Tanti Director S/o. Shri Ranchhodbhai Ramjibhai Tanti C-501, Satellite Towers, Orion, Mundhwa, Pune – 411036</p> <p>Occp: Business</p> <p>Sd/-</p>	<p>5000 (Five Thousand)</p> <hr/> <p>10000 (Ten Thousand)</p>	<p>Witness to the Subscriber Geetanjali V. Godse D/o. Vishwanath D. Godse 7, Godse Bhavan, 32/1/5, Erandawane, Pune- 411004 Occp: Service (ACS No. 18026) Sd/-</p>

Place: Pune

Dated this 26th day of August, 2005

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TECHNO ELECTRIC & ENGINEERING COMPANY LIMITED

(Incorporated under the Companies Act, 1956)

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed through e-voting, postal ballot and at the Annual General Meeting held on 29th September, 2018 in substitution for and to the entire exclusion of the regulations contained in the existing Articles of Association of the Company.

1. Save as reproduced herein the regulation contained in Table "A" in the Schedule to the Act shall not apply to the Company.

Definitions and Interpretation

- 2.1** Wherever used in these Articles, the following terms have the following meanings:

"The ACT" means the Companies Act, 2013.

"These Articles" means these Articles of Association or as may from time to time altered by Special Resolution.

"The Company" means **"TECHNO ELECTRIC & ENGINEERING COMPANY LIMITED."**

"The Directors" means the Directors for the time being of the Company.

"The Independent Director" means the "Independent Director" that shall have the meaning ascribed to it in the Act.

"The Board of Directors" or "The Board" means the Board of Directors for the time being of the Company.

"The Chairperson" includes Chairman.

"The Depository" means Depository as defined in the Act.

“The Managing Director”, “Wholetime Director” and “the Deputy Managing Director” respectively means the Managing Director, Whole time Director and the Deputy Managing Director respectively, appointed as such for the time being of the Company.

“The Secretary” means any person appointed to perform the duties of the Secretary under the Act.

“The Key Managerial Personnel” means the Chief Executive Officer or the Managing Director or the Manager; the Company Secretary; the Whole-time Director; the Chief Financial Officer and such other officer as may be notified from time to time in the Act or Rules.

“The Body Corporate” or “Corporation” includes a company incorporated outside India but does not include, (1) a Cooperative Society registered under any law relating to Co-operative Societies, (2) any other body corporate which the Central Government may by notification in the Official Gazette specify in that behalf.

“The Office” means the Registered Office and the Corporate Office for the time being of the Company.

“The Register” means the Register of Members to be kept pursuant to Section 88 of the Act.

“The Shareholders” or “Members” means the duly registered holder from time to time of the shares of the Company, and shall include beneficial owners whose names are entered as a beneficial owner in the records of a depository.

“The Registrar” means the Registrar of Companies.

“The Dividend” includes interim dividend.

“The Month” means calendar month.

“The Seal” means the Common Seal of the Company.

“The Proxy” includes Attorney duly constituted under Power of Attorney.

“The Tribunal” includes the National Company Law Tribunal or “NCLT”.

“In Writing” and “Written” include printing, lithography and other modes of representing or reproducing words in a visible form.

Words importing the singular number only include the plural number and vice versa and words importing the masculine gender only include the feminine gender. Words importing persons include corporations.

Interpretation

2.2 In these Articles, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of these Articles;
- (b) words importing the singular include the plural and vice versa;
- (c) any reference to an Annex, Article, party, Schedule or Article is a reference to that Article or Article of, or that Annex, party or Schedule to, these Articles or the Transaction Documents;
- (d) a reference to a document in the “agreed form” is a reference to a document approved and for the purposes of identification initialed by or on behalf of the parties thereto;
- (e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of these Articles;
- (f) general words in these Articles shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;
- (g) a reference to a party to any document includes that party's successors and permitted assigns; and
- (h) unless stated otherwise herein, a reference to “shares of the Company” means shares of the Company of any class.

Table ‘F’ not to apply

- 3.** Save as reproduced herein the regulations contained in Table “F” in Schedule – I to the Act shall not apply to the Company.

Copies of the Memorandum and Articles to be furnished

- 4.** The Company shall, on being so required by a Member, send to him within seven days of the requirement and subject to the payment of a fee of Rs. 100/- or such other fee as may be specified in the Rules for each copy of the documents specified in Section 17 of the said Act.

SHARE CAPITAL AND VARIATION OF RIGHTS

Authorised Share Capital

5. The Authorised Share Capital of the Company shall be as per paragraph V of the Memorandum of Association.

Redeemable Preference Shares

6. Subject to the provisions of Section 55 of the Act and these Articles, the Company shall have power to issue Preference Shares carrying a right to redemption out of profits which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of such redemption or liable to be redeemed at the option of the Company and the Board may, subject to the provisions of Section 55 of the Act, exercise such power in such manner as may be provided in these Articles.

Shares at the disposal of Directors

7. The shares of the Company shall be under the control of the Directors who may allot or otherwise dispose of the same or any of them to such persons, in such proportions and on such terms and conditions at par, at premium or at discount, subject to the provisions of Section 53 and Section 54 of the Act and these articles, as they may from time to time think proper.

Allotment of Securities by Company

8. As regards all allotments made from time to time, the Company shall duly comply with Section 39 of the Act.

Further issue of capital

9. If the Company proposes to increase its subscribed capital by issue of further shares:-
 - (i) it shall comply with the provisions of Section 62 of the Act;
 - (ii) If and whenever, as the result of issue of new shares or any consolidation or subdivision of shares, any shares held by members arises in fractions, the Directors shall subject to the provisions of the Act and the Articles and to the directions of the Company in general meeting, if any, sell those shares which members hold in fractions for the best price reasonably obtainable and shall pay and distribute to and amongst the members entitled to such shares in due proportion, the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may authorise any person to transfer the shares sold to the purchaser thereof comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

Commission and brokerage

- 10.(i) The company may exercise the powers of paying commissions conferred by Sub-section (6) of Section 40 of the Act, provided that the percentage or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rule made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in relevant rules to the Act.

Issue of Securities

- 11.(i) The Company shall have power to issue Securities at a premium and shall duly comply with the provision of Sections 52 of the said Act.
- (ii) Company shall not issue shares at a discount under section 53 of the Companies Act, 2013, except as provided in Section 54, a company may issue sweat equity shares of a class of shares already issued.

Installments on shares to be duly paid

12. If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who, for the time being shall be the registered holder of such share or by his executor or administrator.

Liability of joint holders of shares to pay installments on shares

13. Members who are registered jointly in respect of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share.

Trusts not recognized

14. Save as herein otherwise provided, the Company shall be entitled to treat the members registered in respect of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of Competent jurisdiction, or as required by Statute, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent, future or partial, interest in any share or any interest in any fractional part of a share or (except only or by these Articles or by law otherwise provided) any other right in respect of any share except an absolute right to the entirety thereof in the member registered in respect thereof.

Who may be registered

15. Shares may be registered in the name of any person, company or other body corporate. Not more than Three persons shall be registered as joint-holders of any share.

Buy Back of Shares

16. The Board of Directors may, when and if thought fit, buy back such of the Company's own shares or securities as it may think necessary, subject to such limits, upon such terms and conditions, and subject to such approvals or consents as may be laid down for the purpose, whether or not there is any consequent reduction of capital. If and to the extent permitted by Law, the Company shall also have the power to re-issue the shares so bought back.

Company not to purchase its own shares

17. Except as provided by the Act, the Company shall not, except by reduction of capital under the provision of Sections 66 of the said Act, buy its own shares nor give, whether directly or indirectly, and whether by means of a loan, guarantee, provision of security or otherwise any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person or for any shares in the Company or in its holding company.

Provided that nothing in this Article shall be taken to prohibit:

- (i) the provision of money in accordance with any scheme approved by the Company through Special Resolution and in accordance with the requirements specified in the relevant Rules, for the purchase of, or subscription for, fully paid up Shares in the Company, if the purchase of, or the subscription for the Shares held by trustees for the benefit of the employees or such Shares held by the employee of the Company;
- (ii) the giving of loans by the Company to persons in the employment of the Company other than its Directors or Key Managerial Personnel, for an amount not exceeding their salary or wages with a view to enabling them to purchase or subscribe for fully paid up Shares in the Company to be held by them by way of beneficial ownership.

Nothing in this clause shall affect the right of the Company to redeem any shares issued under Section 55.

Enabling provision

18. Wherever in the Companies Act, 2013 it has been provided that the Company shall have any right, privilege or authority or that Company can not carry out any transaction unless the company is so authorised by its Articles then in that case, Articles hereby authorise and empower the Company to have such rights, privilege or authority and to carry out such transaction as have been permitted by the Companies Act, 2013.

CERTIFICATES

Issue of Certificates

19. Subject to any statutory or other requirement having the force of law governing the issue and signatures to and sealing of certificate to shares and applicable to this Company for the time being in force the certificate of title to shares and the duplicate thereof when necessary shall be issued under the seal of the Company which shall be affixed in the presence of and signed by (1) two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and (2) the secretary or some other person appointed/authorised by the Board or its Committee for the purpose;

A Director may sign a share certificate by affixing signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other materials used for the purpose.

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

Members' right to certificate

- 20.(i) Every member shall be entitled without payment to the certificate for all the Shares of each class or denomination registered in his name, or if the Board, so approve (upon paying such fees as the Board may from time to time determine) to several certificates, each for one or of such Shares and the Company shall issue such certificate within two months after the allotment or such period as may be determined at the time of the issue of such capital whichever is longer or within one month after registration of the transfer thereof as provided by Section 56 of the Act. Every certificate of shares shall have its distinctive number and be issued under the Seal of the Company and shall specify the number and denoting number of the shares in respect of which it is issued and the amount paid thereon and shall be in such form as the Board shall prescribe or approve provided that in respect of share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and the delivery of a certificate for a share or shares to one of several joint-holders shall be deemed to be sufficient delivery to all.
- (ii) A certificate of shares registered in the names of two or more persons, unless otherwise directed by them in writing, may be delivered to any one of them on behalf of them all.
- (iii) Notwithstanding anything contained herein, the Company shall be entitled to dematerialise its shares, debentures and other securities pursuant to the Depositories Act, 1996 (as amended) and to offer its shares, debentures and other securities for subscription in a dematerialised form.

- (iv) Notwithstanding anything contained herein, the Company shall be entitled to treat the person whose names appear in the register of members as a holder of any share or whose names appear as beneficial owners of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a Court of competent jurisdiction or as required by law) be bound to recognise any benami trust or equity or equitable contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.
- (v) Notwithstanding anything contained herein, in the case of transfer of shares or other marketable securities where the Company has not issued any Certificates and where such shares or other marketable securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 (as amended) shall apply. Further, the provisions relating to progressive numbering shall not apply to the shares of the Company which have been dematerialised.
- (vi) If any certificate be worn out, defaced, destroyed or lost or if there be no further space on the back thereof for endorsement of transfer, then upon production thereof to the Board, they, may order the same to be cancelled, and may issue a new certificate in lieu thereof and if any certificate be lost or destroyed then upon proof thereof to the satisfaction of the Board and on such indemnity as the Board deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. A sum not exceeding Rs. 50/- shall be paid to the Company for every certificate issued under this clause, as the Board may fix from time to time, provided that no fee shall be charged for issue of new certificate in replacement of those which are old, worn, decrepit out or where the cages on the reverse for recording transfers have been fully utilised.
- (vii) The Board may waive payment of any fee generally or in any particular case.
- (viii) Every endorsement upon the certificate of any share in favour of any transferee thereof shall be signed by the Secretary or such person for the time being authorised by the Board in that behalf.

Variation of Rights

- 21.** (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48 of the Act, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) To every such separate meeting, the provisions of these regulations relating general meetings shall mutatis mutandis apply, but so that the necessary

quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

- (iii) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further share ranking *pari passu* therewith.

CALLS ON SHARES

Calls

- 22.** Subject to the provisions of Section 49 of the said Act, the Board may, from time to time, by means of resolution passed at its meetings make such calls as they may think fit upon the members in respect of moneys unpaid on the share held by them respectively (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and place appointed by the Board. A call may be made payable by installments. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed and may be made payable by members on a subsequent date to be specified by Directors. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

Notice of Call

- 23.** At least Fourteen days' notice of every call made payable otherwise than on allotment shall be given by the Company in the manner hereinafter provided for the giving of notices specifying the time and place of payment, and the person to whom such call shall be paid. Provided that before the time for payment of such call the Board may by notice given in the manner hereinafter provided revoke the same. The Board may, from time to time at their discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who, the Board may deem fairly entitled to such extension; but no member shall be entitled to any such extension, except as a matter of grace and favour.

Installment on Calls

- 24.** If by the terms of issue of any share or otherwise any amount is payable at any fixed time or by installments at fixed times, whether on account of the share or otherwise, every such amount or installments shall be payable as if it were a call duly made by the Board and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or installments accordingly.

When interest on call or installment payable

25. If the sum payable in respect of any call or such other amount or installments be not paid on or before the day appointed for payment thereof or any extension thereof as aforesaid, the holder for the time being of the share, in respect of which the call shall have been made, or such amount or installment shall be due, shall pay interest for the same, from the day appointed for the payment thereof to the time of actual payment at such rate not exceeding ten per cent per annum, as shall from time to time be fixed by the Board. Nothing in this Article shall however, be deemed to make it compulsory on the Board to demand or recover any such interest, and the payment of such interest, wholly or in part, may be waived by the Board if they think fit so to do.

Money due to members from the Company may be applied in payment of call or installment

26. Any money due from the Company to a member may, without the consent and notwithstanding the objection of such member, be applied by the Company in or towards the payment of any money due from him to the Company for calls or otherwise.

Part payment on account to call etc. not to preclude forfeiture

27. Neither a judgement nor a decree in favour of the Company for calls of other moneys due in respect of any shares nor any part-payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of payment of any such money, shall preclude the forfeiture of such shares as hereinafter provided.

Trial or suit for recovery of money on shares

28. On the trial or hearing of any action or suit brought by the Company against any member or his legal representatives to recover any moneys claimed to be due to the Company for any call or other sum in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, or one of the holders, at or subsequent to the date at which the money sought to be recovered is alleged to have become due, on the shares in respect of which such money is sought to be recovered, and that the amount claimed is not entered as paid in the books of the Company or the Register of Members and that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the member or his legal representatives sued in pursuance of these presents; and it shall not be necessary to prove the appointment of the Directors who made such call, not that a quorum of Directors was present at the meeting of the Board at which such call

was made, nor that the meeting at which such call was made duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debts, and the same shall be recovered by the Company against the member or his representatives from whom the same is sought to be recovered unless it shall be proved, on behalf of such member or his representatives against the Company that the name of such member was improperly inserted in the register, or that the money sought to be recovered has actually been paid.

Payment of Calls in advance

- 29.** The Board may, if they think fit, subject to the provisions of Section 50 of the Act receive from any member willing to advance the same, either in money or money's worth the whole or any part of the amount remaining unpaid on the shares held by him beyond the sum actually called up and upon the moneys so paid or satisfied in advance, or so much thereof, as from time to time and at any time thereafter exceeds the amount of the calls then made upon and due respect of the shares on account of which such advances have been made, the Company may pay or allow interest at such rate as the member paying such advance and the Board agree upon; provided always that if at any time after the payment of any such money the rate of interest so agreed to be paid to any such member appears to the Board to be excessive, it shall be lawful for the Board from time to time to repay to such member so much of money as shall then exceed the amount of the calls made upon such shares, unless there be an express agreement to the contrary; and after such repayment such member shall be liable to pay, and such advance had been made, provided also that if at any time after the payment of any money so paid in advance, the Company shall go into liquidation, either voluntary or otherwise, before the full amount of the money so advanced shall have become due by the member to the Company for installments or calls, or any other manner, the member making such advance shall be entitled (as between himself and the other members) to receive back from the Company the full balance of such moneys rightly due to him by the Company in priority to any payment to members on account of capital. The member making such advance shall not, however, be entitled to any voting rights in respect of the moneys so advanced by him until the same would, but for such payment, become presently payable.

Revocation of Call

- 30.** A call may be revoked or postponed at the discretion of the Board.

FORFEITURE AND LIEN

If Call or Installment Not Paid Notice May Be Given

- 31.** If any member fails to pay any calls or installment of a call on or before the day appointed for the payment of the same, the Board may, at any time thereafter

during such time as the call or installment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of any such non-payment.

Form of Notice

32. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or installment and such interest and expenses as foresaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited.

If Notice Not Complied With Shares May Be Forfeited

33. If the requisitions of any such notice as aforesaid be not complied with any share in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due to in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before forfeiture.

Notice After Forfeiture

34. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

Forfeited Shares To Become Property Of The Company

35. Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell, real lot or otherwise dispose of the same in such manner as it thinks fit.

Power To Annul Forfeiture

36. The Board may, at any time before any share so forfeited shall have been sold, reallocated or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.

Liability On Forfeiture

37. A person whose share has been forfeited shall cease to be a member in respect of the forfeited share, but shall, notwithstanding such forfeiture, remain liable to pay, and shall forthwith pay to the Company, all calls or installments, interest and expenses, owing upon or in respect of such share, at the time of the forfeiture,

together with interest thereon, from the time of forfeiture until payment, at 12 percent per annum and the Board may enforce the payment thereof, or any part thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.

Evidence of Forfeiture

38. A duly verified declaration in writing that the declarant is a Director or Secretary of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares; and the person to whom any such share is sold shall be registered as the holder of such share and shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.

Forfeiture Provisions To Apply To Non-Payment In Terms Of Issue

39. The provisions of Articles 30 to 36 hereof shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of a share or by way premium, as if the same had been payable by virtue of a call duly made and notified.

Company's Lien on Shares

40. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for his debts, liabilities and engagements solely or jointly with any other person to or with the Company whether the period of payment, fulfilment or discharge thereof shall have actually arrived or not and such lien shall extend to all dividends from time to time declared in respect of such shares, unless otherwise agreed.

The registration of transfer of shares shall operate as waiver of Company's lien, if any, on such shares. The Directors may at any time, declare any shares to be wholly or in part exempt from the provisions of this Article.

As To Enforcing Lien By Sale

41. For the purpose of enforcing such lien the Board may sell the share subject thereto in such manner as it thinks fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executor or administrator or his committee, curator bonis or other legal representative as the case may be and default shall have been made by him or them in the payment of the moneys called or payable at a fixed time in respect of such share for seven days after the date of such notice.

Application of Proceeds of Sale

42. The net proceeds of the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of the sale.

Validity of Sales in Exercise of Lien and After Forfeiture

43. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the share sold and cause the purchaser's name to be entered in the Register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money, and after his name has been entered in the Register in respect of such share the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Board May Issue New Certificates

44. Where any share under the powers in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered up to the Company by the former holder of such share, the Board may issue a new certificate for such share distinguishing in such manner as it may think fit from the certificate not so delivered up.

TRANSFER AND TRANSMISSION OF SHARES

Instrument of Transfer and Register of Transfer

45. No transfer shall be registered unless a proper instrument of transfer has been delivered to the Company. Every instrument of transfer (which shall be in the form specified in the Rules) shall be duly stamped, dated and shall be executed by or on behalf of the transferor and the transferee and in the case of a share held by two or more holders or to be transferred to the joint names of two or more transferees by all such joint-holders or by all such joint transferees, as the case may be, several executors or administrators of a deceased member proposing to transfer the shares registered in the name of such deceased member shall all sign the instrument of transfer in respect of the share as if they were the joint-holders of the share. The instrument of transfer shall specify the name, address and occupation, if any, of the transferee.

Death of one or more joint holders

46. In the case of the death of any one or more of the persons named in the Register as the joint-holders of any share, the survivor or survivors shall be the only persons

recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of the deceased joint-holder from any liability on the shares held by him jointly with any other person.

Title of share of deceased member

47.(i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.

(ii) Where there is no, nominee, the executors or administrators of a deceased member not being one of several joint-holders shall be the only persons recognised by the Company as having any title to the shares registered in the name of such deceased member, and the Company shall not be bound to recognise such executors or administrators, unless they shall have first obtained probate or letters of administration or other legal representation, as the case may be, provided nevertheless, the Directors, in any case where they in their absolute discretion think fit, may dispense with the production of Probate or Letters of Administration or such other legal representation, upon such terms as to indemnity or otherwise as they may deem fit and under the next Article, register the name of any person who claims to be absolutely entitled to the shares standing in the name of the deceased member as a member in respect of such shares.

Registration Of person Entitled to Shares Otherwise than by Transfer (Transmission Clause)

48. Subject to the provisions of the last preceding Article, any person to whom the right to any share has been transmitted in consequence of the death or insolvency of any member or otherwise by operation of law may, with the consent of the Board (which they shall not be under any obligation to give) and upon his producing such evidence that he sustains the character in respect of which he proposes to act under the Article and of his title as the Directors think sufficient be registered as a member in respect of such shares . This clause is hereinafter referred to as the 'transmission clause'. A transfer of the share or other interest in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of effecting the transmission.

Evidence of transmission to be verified

49. Every transmission of a share shall be verified in such a manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient;

Provided nevertheless, that there shall not be any obligation on the Company or the Directors to accept any indemnity, the Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.

Transfer to be left at office with certificate and with evidence of title

- 50.(i) It shall not be lawful for the Company to register a transfer of any shares unless the proper instrument of transfer duly stamped, dated and executed by or on behalf of the Transferor and by or on behalf of the Transferee and specifying the name and address and occupation of the Transferee has been delivered to the Company along with the scrip and if no such scrip is in existence, along with the letter of allotment of the shares. Where the proper instrument of transfer is not received by the Company within a period of two months from the date on which the instrument is dated, the Directors may at their sole discretion be entitled to seek such documentation including indemnities as it may deem fit, from both the transferor and transferee, or from the person who has lodged the same for transfer, and the Board may at its sole discretion be entitled to give effect to the transfer on receipt of such documentation and indemnities (save where an order of a competent court is produced, the Board shall then give effect to the transfer).
- (ii) If the Company refuses to register the transfer of any shares, the Company shall within one month from the date on which the instrument of transfer is lodged with the Company send to the Transferee and the Transferor notice of the refusal as provided in these Articles.
- (iii) Nothing in clause (i) shall prejudice any power of the Company to register as shareholder any person to whom the right to any share has been transmitted by operation of law.
- (iv) Nothing in this Article shall prejudice any power of the Company to refuse to register the transfer of any share.

Board's right of refusal to register transfers

51. Subject to the provisions of these Articles, the Directors may at any time in their absolute and uncontrolled discretion and without assigning any reason whatsoever, decline or acknowledge any proposed transfer of shares and their power or discretion to refuse such transfer shall not be affected by the fact that the proposed transferee is already a registered member of the Company.

Nothing contained in Section 56 of the Act shall prejudice this power to refuse to register the transfer of or the transmission by operation of law of the right to, any shares or interest of a member in or debentures of the Company. The registration of a transfer shall be conclusive evidence of the approval by the Board of the transferee, but so far only as regards the share or shares in respect of which the transfer is so registered and not further or otherwise and not so as to debar

The Board to refuse registration of any further shares applied for. If the Board refuses to register the transfer or transmission of any shares notice of the refusal shall within two months from the date on which the instrument of transfer on intimation of transmission was delivered to the Company be sent to the Transferee and the Transferor or to the person giving intimation of the transmission, as the case may be.

Without prejudice to the generality of the aforesaid power, the Directors may in particular so decline in any case in which the Company has a lien upon the shares (or any of them) or whilst any shareholder executing the transfer is either alone or jointly with any 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 or unless the transferee is approved by the Board. The registration of the Transfer shall be conclusive evidence of the approval of the transferee by the Board.

Transferor to remain holder of shares till transfer registered

52. The Transferor shall be deemed to remain the holder of the shares until the name of the transferee be entered in the Register of Members.

Registered instrument of transfer to remain with the Company

53. Every instrument of transfer which shall be registered shall remain in the custody of the Company. If the transfer relates to the only share or all the shares comprised in the certificate, such certificate or a new certificate in lieu thereof shall, after the registration of the transfer, be delivered to the transferee and if the transfer relates only to a part of the shares comprised in the certificate, the same shall, on registration of the transfer be retained by the Directors and cancelled and new certificates will be issued to the transferor and the transferee in respect of the shares respectively, held by them.

The Company not liable for disregard of any notice prohibiting registration of a transfer

54. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made, by an apparent legal owner thereof (as shown or appearing in the Register of Members), to the prejudice of any person or persons having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right title or interest or prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company; and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in

some books of the Company; but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.

Transfer of debentures

55. The provisions of these Articles for transfer and transmission of shares, shall mutatis mutandis apply to the transfer or transmission of any debentures of the Company.

Closure of Transfer Books

56. The Directors shall have power on giving seven days' notice by advertisement as required by Section 91 of the Act to close the Transfer Book, Register of Members and Register of Debentureholders of such period or periods of time in every year as to them may seem expedient, but not exceeding 45 days in any year and not exceeding 30 days at any one time.

INCREASE OF SHARE CAPITAL

Power to increase Capital

57. The Company in general meeting may, from time to time alter the conditions of its Memorandum of Association to increase the capital by the creation of new shares of such amount as may be deemed expedient.

On What Conditions New Shares May Be Issued

58. Subject to any special rights or privileges for the time being attached to any shares in the capital of the Company then issued, the new shares may be issued upon such terms and conditions, and with such rights and privileges attached thereto as the Resolution resolving upon the creation thereof, shall direct, and, if no direction be given, as the Board shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company.

Provision Relating to the Issue

59. Before the issue of any new shares, the Company in general meeting may make provisions as to the allotment and issue of the new shares, and in particular may determine to whom the same shall be offered in the first instance and whether at par or at a premium or, subject to the provisions of Section 53 and 54 of the Act at a discount, in default of any such provisions, or so far as the same shall not extend, the new shares may be issued in conformity with the provisions of these Articles.

How far new shares to rank with shares in the original

60. Except as otherwise provided by the conditions of issue or by these presents, any capital raised by creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to payment of calls and instalments, transfer and transmission for future, lien, voting rights and otherwise.

Inequality In Number Of New Shares

61. If, owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the Company in general meeting, be determined by the Board.

Increase of Capital by the Directors and how carried into effect

62. The Directors may from time to time without any sanction of the Company, whenever all the shares in the issued capital shall not have been subscribed and whether all the shares for the time being subscribed shall have been fully called up or not, issue further shares of such value as they may think fit out of the unsubscribed balance of the issued capital. Such further shares shall be issued upon such terms and conditions (and if preference shares upon such conditions as to redemption) and with such rights and privileges annexed thereto as the Board shall direct and in particular, such shares may be issued with a preferential or qualified right to dividend and in the distribution of assets of the Company and subject to the provisions of Section 47 of the said Act with a special or without any right of voting and the Board may dispose of such shares or any of them either at par or at a premium, to any members or any class thereof or in such other manner as the Board may think most beneficial to the Company.

Directors may allot shares for consideration other than cash

63. Subject to provision of these Articles, the Board may issue and allot shares in the Share Capital as payment or part payment for any property sold or transferred, goods or machinery supplied or for service rendered to the Company in or about the conduct of the company's business and shares to be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid up shares.

ALTERNATION OF SHARE CAPITAL

Power to Sub-Divide And Consolidate Shares

64. Subject to the provisions of section 61, the Company in general meeting may from time to time alter the condition of the Memorandum of Association to:

- (i) increase the share capital by such amount as may be expedient;
- (ii) consolidate and divide the shares in the capital for the time being into shares of a larger amount than its existing shares, without change in voting percentage, or with change in voting percentage of shareholders, provided the said change shall be subject to approval of the Tribunal in prescribed manner;
- (iii) convert all or any of its fully paid shares into stock, and reconvert that stock into fully paid up shares of any denomination;
- (iv) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
- (v) cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled that shall not be deemed to be a reduction of share capital.

Where shares are converted into stock —

- 65.(i) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

- (ii) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (iii) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

Surrender of Shares

- 66.** Subject to the provisions of Sections 66 of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares.

REDUCTION OF CAPITAL

Reduction of capital

- 67.** The Company may from time to time by Special Resolution, in such manner specified in the Act and subject to such consents as may be required under any other law for the time being in force, reduce in any manner:
- (i) its share capital
 - (ii) any capital redemption reserve account; or
 - (iii) any securities premium account.

Redemption of Preference Shares

- 68. (1)** Subject to the provisions of Section 55 of the said Act, whenever any preference shares are issued which are or at the option of the Company are to be liable to be redeemed, the following provisions shall take effect :
- (i) No such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purposes of the redemption.
 - (ii) No such shares shall be redeemed unless are fully paid.
 - (iii) The premium, if any payable on redemption must be provided for out of the profits of the Company or out of the Company's Securities Premium Account before the shares are redeemed.
 - (iv) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue there shall, out of profits which would otherwise have been available for dividend be transferred to the Capital Redemption Reserve Account, a sum equal to the nominal amount of the share redeemed and the provisions of this Act relating to reduction of share capital of a company shall, except as provided in this section, apply as if the Capital Redemption Reserve Account were paid-up share capital of the company.

- (2) Subject to the provisions of Section 55 of the Act and these Articles the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any such terms and conditions in such manner as the Directors may think fit.
- (3) The redemption of preference shares under this provision by the Company shall not be taken as reducing the amount of its authorised share capital.
- (4) Where the Company has redeemed or is about to redeem any preference shares, it shall never have power to issue shares up to the nominal amount of the shares redeemed or to be redeemed as if those shares had never been issued; and accordingly the share capital of the Company shall not, for the purpose of calculating the fees payable under Section 385 of the said Act, be deemed to be increased by the issue of shares in pursuance of this Article.

Provided that, where new shares are issued before the redemption of the old shares, the new shares shall not so far as related to stamp duty, be deemed to have been issued in pursuance of this Article unless the old shares are redeemed within one month after the issue of the new shares.

- (5) The Capital Redemption Reserve Account may, notwithstanding anything in this Article, be applied by the Company, in paying up unissued shares of the Company to be issued to members of the Company as fully paid bonus shares.

MODIFICATION OF RIGHTS

Power to Modify Rights

69. If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a Special Resolution passed at a Separate General Meeting of the holder of the shares of that class. To every such Separate General Meeting the provisions of these Articles relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of that class and that if at any adjourned meeting of such holder a quorum as above defined is not present, those members who are present shall be a quorum and that any holder of shares of that class present in person or by proxy may on a poll, shall have one vote for each shares of the class of which he is the holder.

GENERAL MEETINGS

When Annual General Meetings to be Held

70. The Company shall, in addition to any other meetings which are hereinafter referred to as "Extraordinary General Meeting", hold a General Meeting which

shall be styled its Annual General Meeting at the intervals and in accordance with the provisions of the Act.

When General and Extra-Ordinary General Meeting To Be Called

- 71.** The Board may, whenever it thinks fit, call a General Meeting, and it shall, on the requisition of such number of members as hold, at the date of the deposit of the requisition, not less than one tenth of such of the paid up capital of Company as at meeting, forthwith proceed to call an Extra-Ordinary General Meeting, and in the case of such requisition the provisions shall apply:-
- (i) The requisition shall state the matters for the consideration of which the meeting to be called, shall be signed by requisitionists and shall be deposited at the Office. The requisition may consist of several documents in like form each signed by one or more requisitionists.
 - (ii) Where two or more distinct matters are specified in the requisition, the requisition shall be valid only in the respect of those matters in regard to which the requisition has been signed by the members hereinbefore specified.
 - (iii) If the Board does not, within twenty-one days from the date of deposit of a valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of these matters, on a day not later than forty-five days from the date of deposit, the requisitionists or such of them as are enable so to do by virtue of section 100 of the Act may themselves call the meeting but any meeting so called shall not be commenced after three months from the date of deposit.
 - (iv) Any meeting called under this Article by the requisitionists shall be called in the same manner as nearly as possible as that in which meetings are to be called by the Board but shall be held at Office.
 - (v) Where two or more persons held any shares jointly a requisition or notice calling a meeting signed by one or some of them shall for the purpose of this Article have the same force and effect as if it had been signed by all of them.
 - (vi) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of the amount payable by way of fees or other remuneration for their services to such of the Directors as are in default.

Circulation of Members Resolution

- 72.** The Company shall comply with the provisions of Section 111 of the Act as to giving notice of resolutions and circulating statements on the requisition of members.

Notice of Meeting

73.(1) Save as provided in sub-section (2) of Section 101 of the Act, not less than twenty-one clear days' notice in writing or through electronic mode shall be given of every General Meeting of the Company. Every notice of a meeting shall specify the place and the day and hour of the meeting and shall contain a statement of the business to be transacted thereat. Where any such business consists of "special business" as hereinafter defined there shall be annexed to the notice a statement complying with Section 102 of the Act. A General Meeting may be called after giving shorter notice if consent is given in writing or by electronic mode by not less than ninety five percent of the members entitled to vote at such meeting.

Provided that where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at meeting and not on others, those members shall be taken into account for the purposes of this clause in respect of the former resolution or resolutions and not in respect of the later.

- (2) Notice of every meeting of the Company shall be given to every member of the Company, to the Auditors of the Company and to any persons entitled to a share in consequence of the death or insolvency of a member in any manner hereinafter authorized for the giving of notices to such persons, every Directors of the Company. Provided that where the notice of a general meeting is given by advertising the same in a newspaper circulating in the neighborhood of the Office under section 20 of the Act, the statement of material facts referred to in section 102 of the Act need not be annexed to the notice as required by that Section but it shall be mentioned in the advertisement that the statement has been forwarded to the members of the Company.
- (3) The accidental omission to give any such notice to or the non-receipt by any member or other person to whom it should be given shall not invalidate the proceedings of the meeting.
- (4) In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy or where that is allowed one or more proxies, to attend and vote instead of himself and that a proxy need not be a member.
- (5) A certificate in writing, signed by the Secretary or by a Director or some officer or agent appointed by the Board for the purpose, to the effect that according to the best of its belief the notices convening the meeting have been duly given shall be prima facie evidence thereof.
- (6) The Board, and the persons authorized by it, shall have the right to take and/or make suitable arrangements for ensuring the safety of any meeting – whether a general meeting or a meeting of any class of Security, or of the persons attending

the same , and for the orderly conduct of such meeting , and notwithstanding anything contained in this Articles, any action, taken pursuant to this Article in good faith shall be final and the right to attend and participate in such meeting shall be subject to the decision taken pursuant to this Article.

PROCEEDINGS AT GENERAL MEETINGS

Business of Meetings

- 74.** The Ordinary business of an Annual General Meeting shall be to receive and consider the Statement of Profit and Loss, the Balance Sheet and the Reports of the Directors and of the Auditors, to elect Directors in the place of those retiring by rotation, to declare dividends and to appoint Auditors and fix their remuneration. All other business transacted at an Annual General Meeting and all business transacted at any other general meeting shall be deemed special business.

Quorum to Be Present When Business Commence

- 75.(1)** No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (2) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

Resolution to be passed by Company in General Meeting

- 76.** Any act or resolution which, under the provisions of these Articles or of the Act, is permitted or required to be done or passed by the Company in general meeting shall be sufficiently so done or passed if effected by an Ordinary Resolution as defined in Section 114(1) of the Act unless either the Act or these Articles specifically require such act to be done or resolution passed by a Special Resolution as defined in Section 114(2) of the Act.

When if quorum not present, meeting to be dissolved and when to be adjourned

- 77.** If within half-an-hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the Board may by notice appoint and if at such adjourned meeting a quorum be not present within half-an-hour from the time appointed for the meeting those members who are present and not being less than two shall be quorum and may transact the business for which the meeting was called.

How Questions to be Decided at Meetings

78. Every question submitted to a meeting shall be decided on the basis of the votes cast both by electronic means (e-voting) and poll conducted through ballot at the venue of the meeting on the basis of the report of the Scrutinizer, appointed by the Board from time to time and in the case of an equality of votes, the Chairman of the meeting shall have a casting vote in addition to the vote to which he may be entitled as a member.

Chairperson of General Meeting

79. The Board may from time to time appoint any Director to be the Chairperson of the Board who shall also act as the Chairperson of every General Meeting. The Chairperson of the Board shall be subject to the same provisions as to resignation and removal as the other Directors, and he ipso facto, and immediately ceases to be the Chairperson if he ceases to hold the office of Director for any cause.

Power to Adjourn General Meeting

- 80.(1) The Chairperson of a General Meeting may adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. A resolution passed at an adjourned meeting of the Company shall be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.
- (2) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (3) Save as aforesaid, and as provided in section 103 of the Act, when a meeting is adjourned it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Minutes of proceedings of Meetings

81. The Company shall cause minutes of all proceedings of General Meetings of any class of shareholders or creditors, and every resolution passed by postal ballot or electronic means and of all proceedings at meetings of its Board of Directors or of committees of the Board, to be entered in books kept for the purpose. Any such minute, if purporting to be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the next succeeding meeting, shall be evidence of the proceedings carried on at the meeting.

Votes of Members

- 82.(1) A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once. Every member present

in person and every person present either as a general Proxy on behalf of a holder of Equity Share or as a duly authorized representative of a body corporate being a holder of Equity shares, if he is not entitled to vote in his own right, can vote by means of ballot.

- (2) On a poll the voting rights of a holder of any Equity share shall be as specified in section 47 of the Act.
- (3) No company or body corporate being a member of the Company shall vote by proxy so long as a resolution of its Board of Directors under the provisions of section 113 of the Act is in force or a power of attorney authorizing the representative and the representative named in such resolution or power of attorney is present at the general meeting at which the vote by proxy is tendered.

Votes In Respect Of Deceased, Insane and Insolvent Member

83. If any member be a unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, idiot or non-compos mentis he may vote whether on a show of hands or on a poll by his committee, curator bonies or other legal curator and such last mentioned person may give his vote by proxy provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which any person proposed to vote he shall satisfy the Board of his right under the Transmission article to the shares in respect of which he proposes to exercise his right under this Articles, unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

Joint holders

84. If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regards voting at meetings, service of notice and all or any matters connected with the Company, except the transfer of share and any other matters herein otherwise provided, be deemed to be sole holder thereof but joint holders of the shares shall be severally as well as jointly liable for the payment of all deposits, instalments and calls due in respect of such shares and for all incidents thereof according to the Company's regulations.

Proxies Permitted

85. On a poll, votes may be given either personally or by proxy, or, in the case of a body corporate, by a representative duly authorized as aforesaid.

Instrument Appointing Proxy to Be in Writing- Proxies may be General or Special

86. The instrument appointing a proxy shall be in writing and in prescribed Form under the hand of the appointer or of his Attorney duly authorized in writing or if such appointer is a body corporate be under its common seal or the hand of its officer or Attorney duly authorized. A proxy who is appointed for a

specified meeting only shall be called a Special Proxy. Any other proxy shall be called a General Proxy.

Instrument Appointing a Proxy To Be Deposited at the Office

87. A person may be appointed a proxy though he is not a member of the Company and every notice convening a meeting of the Company shall state this and that a member entitled and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him.

When Vote By Proxy Valid Though Authority Revoked

88. The instrument appointing a proxy and power of Attorney or other authority (if any) under which it is signed, or a notarial certified copy of that power or authority, shall be deposited at the office not less than forty eight hours before the time for holding the meeting at which the person named in the instrument purports to vote in respect thereof and in default the instrument of proxy shall not be treated as valid.

Form of Instrument Appointing A Special Proxy

89. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received by the Company at the office before the vote is given: Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

Every instrument appointing a Special Proxy shall be retained by the Company and shall, as nearly as circumstances will admit, be in the form as prescribed in the Act.

Provided always that an instrument appointing a Special Proxy may be in any of the forms set out in the Act.

Restrictions on voting

90. No member shall be entitled to vote at any General Meeting unless all calls and other sum presently payable by him in respect of shares in the Company have been paid and no member shall exercise voting rights in respect of any shares in regards to any which the Company has or have exercised any right of lien.

Admission or rejection of votes

- 91.(1) Any objection as to the admission or rejection of a vote, shall be referred to the Chairperson, who shall forthwith determine the same and such determination made in good faith shall be final and conclusive.
- (2) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.

Votes in respect of Securities under dispute

92. Notwithstanding anything contained in this Articles, where the title to any Securities is under dispute before any court, where no injunction subsists (or direction made) as to the exercise of voting rights or other rights of a member including the rights attached to such Securities, the Board shall be entitled to suspend any such right aforesaid.

Proxy

93. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

Appointment of Directors

94. A Person shall be eligible to be appointed as Director, if that person –
- (i) has been allotted with the Director Identification Number (DIN) or such other number as may be prescribed under Section 153 of the Act;

- (ii) furnishes the Director Identification Number or such other number along with a declaration that he /she is not disqualified to become a Director under the Act;
- (iii) gives his / her consent to hold the office as Director, if appointed.

A person shall not be eligible for appointment or reappointment as Director of the Company, if he possesses any of the disqualifications prescribed under Section 164 of the Act at the time of proposal of his / her appointment / reappointment. Save as otherwise provided in the Act, every Director shall be appointed by the Company in General Meeting.

Composition of Board of Directors

95. There shall be at least minimum of three (3) Directors and maximum of fifteen (15) Directors. At least one-third of the Board shall comprise of Independent Directors, who fulfills the criteria mentioned under Section 149 of the Act and at least One Woman Director shall be in the Board as provided under the said Section.

Nominee Director

96. Subject to the provisions of the Act and of these Articles, whenever the Directors enter into a contract with any Government, Central, State, or, Local, any Bank/s or Financial institution/s or any person/s (hereinafter referred to as "the Appointer") for borrowing any money or for providing any guarantee or security for any technical or financial collaboration or assistance or for entering into any other arrangement, whatsoever, the Directors shall have the power to agree that such appointer shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such terms and conditions as may be mentioned in the agreement and that such Director or Directors may not be liable to retire by rotation nor be required to hold any qualification shares. The Directors of company may also agree that such Director may be removed from time to time by the appointer and the appointer may appoint another or others in his or their place 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 Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the meeting of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The Institution / Body shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses which the other Directors of the Company are entitled. Any expenses that may be incurred by the Institution / Body of such Nominee Director/s in connection with

their appointment or Directorship shall also be paid or reimbursed by the Company to the Institution / Body or as the case may be to such Nominee Director/s.

Provided that if any such Nominee Director/s is an officer of the Institution / Body the sitting fees, in relation to such Nominee Director/s shall also accrue to the Institution / Body and the same shall accordingly be paid by the Company directly to the Institution / Body.

Power of Board to add to its Number

97. The Directors shall have power at any time and from time to time to appoint any other person as Director as an addition to the Board so that total number of Directors, shall not at any time, exceed the maximum number fixed by this Article, and any person so appointed as an Additional Director shall retain his office only until the next Annual General Meeting, where he / she shall be appointed by the shareholders under Section 152 of the Act.

Share Qualifications of Directors

98. No qualification share shall be required for Directors.

Appointment of Directors to be Voted Individually

99. Save as permitted by Section 162 of the Act, every resolution of a general meeting for the appointment of a Director shall relate to one person only.

Director's in Office at the date of adoption of this Article

100. The Directors of the Company are named as below:

- 1) Padam Prakash Gupta
- 2) Samarendra Nath Roy
- 3) Kotivenkatesan Vasudevan
- 4) Kadenja Krishna Rai
- 5) Krishna Murari Poddar
- 6) Rajendra Prasad Singh
- 7) Ankit Saraiya
- 8) Avantika Gupta

Director's Fee, Remuneration and Expenses

101. (1) Every Director shall be paid out of the funds of the Company such sum as the Directors may from time to time determine for attending every meeting of the Board or any committee of the Board, subject to the ceiling prescribed under the Act.

(2) The reasonable costs incurred by each Director who is not an employee of the Company in attending a meeting of the Board or a Committee or a General

Meeting shall be reimbursed by the Company.

Remuneration for extra service

- 102.** If any Directors being willing, shall be called upon to perform extra service which expression shall include work done by the Director as a member of any committee formed by the Directors or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Board may resolve to remunerate such Director either by a fixed sum or by a percentage of profit or otherwise as may be determined by the Directors and such remuneration may be in addition to the remuneration above provided.

Vacation of office of Directors

- 103.** The office of a Director shall become vacant, if he / she is disqualified under any of the grounds or circumstances prescribed under Section 164 of the Act read with Section 167 of the Act.

Resignation of Directors

- 104.** Subject to the provisions of Section 168 of the Act, a Director may at any time resign from his office upon giving notice in writing to the Company of his intention to do so, and thereupon his office shall be deemed to be vacated from the date of receipt of the letter of resignation by the Company or from the date mentioned by the Director in the letter of resignation whichever is later.

Board May Act Notwithstanding Vacancy

- 105.** The continuing Directors may act notwithstanding any vacancy in their body, but if the number falls below the minimum number as mentioned in this Article or the Act, the Board shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

Appointment to Office or Place of Profit

- 106.** Any Director or other person referred to in Section 188 of the Act may be appointed to or hold any office or place of profit under the company or under any subsidiary of the Company in accordance with the provisions of the said Section and of the Act.

When a Director of this Company is appointed as Director of a Company in which the Company is interested either as a Member or Otherwise

- 107.** A Director of this Company may be or become a Director of any other company promoted by this Company or in which it may be interested as a member, shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or member of such Company.

Conditions under which Directors may contract with Company

- 108.** Subject to the provisions of Section 184 and 188 of the Act, a Director shall be capable of contracting and participating in the profits of any contract with the Company and shall be directly or indirectly concerned or interested in any contract or arrangement entered into by or on behalf of the Company in the same manner as if he was not a Director.

Disclosure of Concern or Interest of Directors

- 109.** Every Director who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement, entered into or to be entered into, by or on behalf of the Company not being a contract or arrangement entered into or to be entered into between the Company and any other company where any of the Directors of the Company or two or more of them together holds or hold not more than two percent, of the paid-up share capital in the other company shall disclose the nature of his concern or interest at a meeting of the Board as required by Section 184 of the Act. A general notice, renewable in the last month of each financial year of the Company, that a Director is a Director or a member of any specified body corporate or is a member of any specified firm and is to be regarded as concerned or interested in any subsequent contract or arrangement with that body corporate or firm shall be sufficient disclosure of concern or interest in relation to any contract or arrangement so made and, after such general notice, it shall not be necessary to give special notice relating to any particular contract or arrangement with such body corporate or firm, provided such general notice is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given. Every Director shall be bound to give and from time to time renew a general notice as aforesaid in respect of all bodies corporate of which he is a Director or member and of all firms of which he is a partner.

Discussion and Voting by an Interested Director

- 110.** No Director shall, take any part in the discussion of, or vote on any contract or arrangement in which he is in any way, whether directly or indirectly concerned or interested, nor shall his presence be counted for the purpose of forming a quorum at the time of such discussion or vote.

This prohibition shall not apply to -

- (a) any contract of indemnity against any loss which the Directors or any of them may suffer by reason of becoming or being sureties or a surety for the Company; or
- (b) any contract or arrangement entered into or to be entered into by the Company with a public company or with a private company which is a subsidiary of a public company, in which the interest of the Director

consists solely in his being a Director of such company and the holder or shares not exceeding in number or value the amount requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company or in his being a member of the Company holding not more than two percent of the paid-up share capital of the Company.

Retirement of Directors by Rotation

111. Not less than two-thirds of the total number of Directors (excluding the Independent Directors) shall be persons whose period of Office is liable to determination by retirement of Directors by rotation and save as otherwise expressly provided in the said Act; be appointed by the Company in General Meeting.

Subject to the provisions of Section 152 of the Act at every Annual General Meeting, one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office.

Which Directors to Retire

112. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day those to retire shall, in default of any subject to any agreement among themselves, be determined by lot.

Filling up Vacancies

113. The Company at the Annual General Meeting at which a Director retires by rotation in manner as aforesaid, may fill up the vacated office by appointing the retiring Director or some other person thereto.

If the place of retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a Public holiday / National holiday, till the next succeeding day which is not a public holiday, at the same time and place. If, at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have re-appointed at the adjourned meeting unless:-

- (i) at the meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the vote and lost; or
- (ii) the retiring Director has by notice in writing addressed to the Company or the Board expressed his unwillingness to be so re-appointed; or
- (iii) he is not qualified or is disqualified for appointment; or

- (iv) a resolution, whether special or ordinary, is required for his appointment or re-appointment by virtue of any provision of the Act; or
- (v) Section 162 is applicable to the case.

Removal of Director

114. The Company may, subject to the provisions of Section 169 of the Act, by ordinary resolution after giving reasonable opportunity of being heard and after giving special notice, remove any Director (not being a Director appointed by the Tribunal under Section 242 of the Act) before the expiration of his period of office and may by ordinary resolution of which special notice has been given, appoint another person in his stead, if the Director so removed was appointed by the Company in general meeting or by the Board under these Articles. The person so appointed shall hold Office until the date up to which his predecessor would have held office if he had not been so removed. If the vacancy, created by the removal of a Director under the provisions of this Article or the Act, is not so filled at the meeting at which he is removed, the Board may at any time thereafter fill such vacancy under the provisions of these Articles.

Provided that an Independent Director re-appointed for second term under Sub-Section 10 of Section 149 of the Act can be removed by the Company only by passing a Special Resolution and after giving reasonable opportunity of being heard.

Board May Fill Up Casual Vacancies

115. Subject to the provisions of Section 161 of the Act and these Articles, Board shall have the power at any time and from time to time, to appoint any qualified person to be a Director to fill a casual vacancy created due to vacation of office by any Director. Any person so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

Notice of Candidature for Office of Director

116. No person, not being a retiring Director, shall be eligible for appointment to the office of Director at any general meeting unless he or some member intending to propose him has, not less than fourteen days, before the meeting left at the Registered Office, a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for the office of Director, as the case may be.

Appointment of Alternate Director

117. Subject to Section 161 of the Act and these Articles, the Board of Directors of the company may appoint an Alternate Director to act for a Director during his absence for a period of not less than three months from India, who shall not hold

office for a period longer than that permissible to the Director in whose place he / she has been appointed and shall vacate the office as soon as the Director returns to India.

Provided that no person shall be appointed as an Alternate Director for an Independent Director, unless he is qualified to be appointed as an Independent Director under the Act.

PROCEEDINGS OF BOARD OF DIRECTORS

Meetings of Board

118. The Board shall meet together at least once in one hundred and twenty days and may adjourn and otherwise regulate its meeting and proceedings as it thinks fit, provided that at least four such meetings shall be held in every year. The Directors may be either by physical presence or through video conferencing or other audio visual means, as may be prescribed, except for such matters that may be prescribed by the Central Government through notification, provided that where there is quorum in a meeting through physical presence of Directors, any other Director may participate through video conferencing or other audio visual means in such meeting on any matter specified under the first proviso. Not less than Seven days notice in writing of every meeting of the Board shall be given to every Director at his address registered with the Company by hand delivery or by post or by electronic means. A meeting of the Board may be called at shorter notice to transact urgent business matters subject to the condition that at least One Independent Director shall be present at the meeting. If any Independent Director is not present at a meeting called at a shorter notice, decisions at the said meeting shall be circulated to all Directors and shall be final only on ratification thereof by one Independent Director.

Director may Call Meeting

119. A Director may, at any time, and the Secretary shall, upon the request of a Director made at any time convene a meeting of the Board.

Chairperson

120. The Board may appoint a Chairperson for its meetings and determine the period for which he is to hold office as Chairperson. If no such Chairperson is appointed or if at any meeting of the Board the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Directors present shall choose someone from themselves to be a Chairperson of such meeting.

Quorum

121. Subject to provisions of Section 174 of the Act, the quorum for a meeting of the Board shall be one-third of the total strength or two Directors, whichever is higher and the participation of the Directors by video conferencing or by other audio visual means shall also be counted for the Quorum for the purpose of Section 174 of the Act. The Quorum shall be determined from time to time in accordance with the provisions of Section 174 of the Act. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Board, it shall be adjourned until same day, time and place in the next week or such other day, time and place as the Chairman of the Board shall appoint and if that day is a public holiday, till the next succeeding day which is not a public holiday at the same time and place.

Power of Quorum

122. A meeting of the Board at which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles or the Act for the time being vested in or exercisable by the Board.

How Questions to be Decided

123. The questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

Power to constitute Committee and to Delegate Powers

124. The Board may, subject to the provisions of the Act, from time to time and at any time constitute various committees of Board members as required under the Act, Rules and Regulations and applicable on the Company. The Board may also constitute other committees and delegate any of its powers to such committees, as it thinks fit, and may, from time to time, revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated confirm to any regulations that may from time to time be imposed upon it by the Board.

(i) A committee may elect a Chairperson of its meetings, unless already appointed by the Board.

(ii) If no Chairperson is elected or appointed, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

Proceedings of Committee

125. The meetings and proceedings of any such Committee consisting of two more members shall be governed by the provisions herein contained for

regulating the meetings and proceedings of the Board so far as the same are applicable thereto, and are not superseded by any regulations.

When acts of a Director Valid notwithstanding Defective Appointment etc.

126. Acts done by a person as a Director shall be valid, notwithstanding that it may afterwards be discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provisions contained in the Act or in these Articles. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

Passing of Resolution of the Board by Circulation

127. No resolution shall be deemed to have been duly passed by the Board or a committee of the Board by circulation or written consent, unless the resolution has been circulated in draft form, together with the information required to make a fully-informed, good faith decision with respect to such resolution and appropriate documents required to evidence passage of such resolution, if any, to all Directors or to all Directors on the relevant committee at their usual address registered with the Company, and has been approved in writing by a majority of such Directors, as are entitled to vote on the resolution.

MINUTES

Minutes to be made

128. The Board shall, in accordance with the provisions of Section 118 of the Act, cause minutes to be kept by making within thirty days of the conclusion of every meeting of any class of shareholders or creditors, and every resolution passed by postal ballot and of every meeting of the Board or of every committee of the Board, entries thereof in books provided for the purpose with pages consecutively numbered.

The Minutes shall contain particulars –

- (i) of the names of the Directors present at each meeting of the Board and of any Committee of the Board and in the case of each resolution passed at the meeting, the names of the Directors, if any dissenting from or not concurring in, the resolution;
- (ii) of all orders made by the Board and Committee of the Board;
- (iii) of all appointments of Directors and other Officers of the Company; and
- (iv) of all proceedings of general meetings of the Company and of meeting of the Board and Committees of the Board,

The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat. Provided that no matter need be included in any such minutes which in the Opinion of the Chairman of the meeting:-

- (a) is or could reasonably be regarded as, defamatory of any person;
- (b) is irrelevant or immaterial to the proceedings; or
- (c) is detrimental to the interest of the Company.

Any such Minutes of any meeting of the Board or of any Committee of the Board or of the Company in general meeting and the resolutions passed by postal ballot to have been duly passed and in particular, all appointments of directors, key managerial personnel, auditors, internal auditors or company secretary in practice, shall be deemed to be valid if kept in accordance with the provisions of Section 118 of the Act and prepared as per the guidelines of Secretarial Standards, shall be evidence of the matters stated in such Minutes. The Minute Books of general meetings of the Company shall be kept at the Office and shall be open to inspection by members during the hours of 10-30 a.m. and 12-30 p.m. on such business days as the Act requires them to be open for inspection.

POWERS OF THE BOARD

General Powers of Company vested in the Board

129. Subject to the provision of these Articles and Section 179 of the Act, the business of the Company shall be vested in the Board of Directors, who may in addition of the powers and authorities by these presents or otherwise expressly conferred upon them, exercise all or any of such powers and do such acts and things as may be exercised or done by the Company and are not hereby or by statute or law expressly directed or done by the Company of any statute or law or any regulation from time to time made by the Company in General Meeting, but subject to nevertheless, to the provisions of any statute or law or any regulation from time to time made by the Company in General Meeting.

Power to Borrow

130. The Board may from time to time, for the purpose of the Company's business raise or borrow or secure the payment of any sum or sums of money in excess of the aggregate of paid up capital of the Company and its free reserves apart from temporary loans, if any, obtained from the Company's bankers as they, in their discretion deem fit and proper. Any such money may be raised or the payment or repayment thereof may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit by promissory notes or by opening loan or current accounts or by receiving deposits and advances at interest with or without security or otherwise and in particular by the issue of bonds, perpetual or redeemable debentures, stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, machinery, plant, goods, or other property and securities of the company or by other means as the Board deems expedient.

Condition on Which Money May Be Borrowed

- 131.** The Board 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, or other security on the undertaking of the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being.

LOCAL MANAGEMENT

Local Management

- 132.** Subject to the provisions of the Act, the following regulations shall have effect:-

- (1) The Board may, from time to time provide for the management of the affairs of the Company in India or outside India, in such manners as it shall think fit and the provisions contained in paragraphs below, which shall be without prejudice to the general powers.

Local Directorate Delegation

- (2) The Board may, from time to time and at any time, establish any local Directorates or Agencies for managing any of the affairs of the Company outside India, or in any specified locality in India, and may appoint any persons to be members of such Local Directorate or any Managers or Agents and may fix their remuneration and, save as provided in Section 179 of the Act, the Board may, from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board and may authorize the members for the time being of any such Local Directorate or any of them to fill up any vacancies therein and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may, at any time, remove any person so appointed and may annul or vary any such delegation.

Powers of Attorney

- (3) The Board may, at any time and from time to time by Power-of-Attorney appoint any person or persons to be the Attorney of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those which may be delegated by the Board under the Act) and for such period and subject to such conditions as the Board may, from time to time, think fit, to members or any of the members of any local Directorate established as aforesaid or in favour of any company or of the members, directors, nominees or officers of the Company or firm,

or in favour of any body of persons whether nominated directly or indirectly by the Board; and any such Power-of-Attorney may contain such provisions for the protection or convenience of persons dealing with such Attorneys as the Board thinks fit.

Sub-delegation

- (4) Any such delegates or Attorneys as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

Foreign Register

- (5) The company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register; and the Board may, subject to the provisions of that section, make and vary such regulations as it may think fit in respect of the keeping of any such register.

MANAGING DIRECTOR, DEPUTY MANAGING DIRECTOR, WHOLE-TIME DIRECTOR OR MANAGER

Power to appoint Managing Directors

133(1) Subject to the provisions of Section 196, 197 and 203, the Board may from time to time appoint any one or more Directors to be the Managing Director/Wholetime Director of the Company on such remuneration and terms and conditions as the Board may think fit, and for a fixed term or without any limitation as to the period for which he is to hold such office and from time to time remove or dismiss him from office and appoint another in his place.

- (3) Subject to the provisions of these Articles, the general management of the business of the Company, subject to the control and supervision of Directors, shall be in the hands of the Managing Director/s/Wholetime Director/s of the company, if any, who shall have power and authority on behalf of the Company to make all the purchases and sales and to enter into all contracts and to do all such acts, deeds and things which are usually necessary or desirable in the management of the affairs of the Company or in carrying out its objects and for and on behalf of the Company to draw, accept, endorse and negotiate all the cheques, bills of exchange, promissory notes, drafts, Government and other securities as shall be necessary for or carrying on the affairs of the Company and to institute, conduct, defend, compromise, refer to arbitration and abandon legal and other proceedings, claims and disputes in which the company is concerned and to employ in or to appoint for the purpose of Management of the business of the Company and to remove or suspend such administrators, secretaries, managers, experts, engineers, agents, clerks, brokers and other employees as he or they shall think proper and to

advance money for purchase of goods, machinery, stores, or any other property, article and things required for the purpose of the Company with or without security.

To what provisions he shall be subject

- 134.** Managing Director (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors and shall ipso facto and immediately cease to be the Managing Director if he ceases to hold the office of Director for any cause.

Remuneration of the Managing Director/s and/ or Wholetime Director/s

- 135.** Subject to the provisions of Section 197 and 198 of the Act read with Schedule V to the Act, Managing Director/Wholetime Director shall, receive such remuneration, from time to time, as may be sanctioned by the Board and the Shareholders, as applicable, by way of salary or commission or participation in profit or perquisites and benefits or by some or all of these modes.

Powers of Managing and Deputy Managing Director

- 136.** Subject to the provisions of the Act, in particular to the prohibitions and restrictions contained in Section 179 thereof, the Board may, from time to time, entrust to and confer upon a Managing Director, Deputy Managing Director, Wholetime Director for the time being such of the powers exercisable under these presents by the Board as it may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as it thinks fit, and the Board may confer such powers, either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Board in that behalf, and may, from time to time, revoke, withdraw, alter or vary all or any of such powers.

**CHIEF EXECUTIVE OFFICER, COMPANY SECRETARY, CHIEF FINANCIAL OFFICER
AND KEY MANAGERIAL PERSONNEL**

- 137.** Subject to the provisions of the Act,—
- (i) A chief executive officer, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
 - (ii) A director may be appointed as chief executive officer, company secretary or chief financial officer;
 - (iii) The chief executive officer, managing director, wholetime director, company secretary, chief financial officer shall also be the wholetime Key Managerial Personnel under Section 203 of the Act;

138. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, company secretary or chief financial officer, key managerial personnel shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, company secretary, chief financial officer or key managerial personnel.

Powers to Authenticate and sign documents

139. Save as otherwise provided in the Act, any Director, Key Managerial Personnel or Secretary or any person appointed by the Board for the purpose, shall have power to authenticate any document or proceeding requiring authentication by the Company or contracts made by or on behalf of the Company or any matter affecting the constitution of the Company and any Resolution passed by the Company or the Board and any books, records, documents, and Accounts relating to the business of the Company and to certify copies thereof or extract therefrom as true copies or extracts; and whether any books, records, documents or accounts are elsewhere than at the office, the local Manager or other officer of the Company having the custody thereof shall be deemed to be as person appointed by the Board as aforesaid.

Certified copies of resolution of Directors

140. A document, purporting to be a copy of the resolution of the Board or an extract from the Minutes of a Meeting of the Board which is certified as such, in accordance with the provisions of the last preceding Articles, shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or as the case may be that such extract is a true and accurate record of a duly convened meeting of the Board.

THE SEAL

Custody and Affixation of Seal

141. The Board of Directors shall select a Seal for the Company and provide by resolution for the safe custody and affixing thereof. Any one Director or the Secretary or the Authorised Signatory authorised by the Board of Directors or its Committee thereof, may use and affix the Seal of the Company on behalf of the Company and the said Director or Secretary or Authorised Signatory shall sign the same in token thereof unless otherwise determined by the Board of Directors.

ANNUAL RETURNS

Annual Returns

142. The Company shall comply with the provisions of Section 92 of the Act as to the Annual Returns.

RESERVES AND SURPLUS

143. Subject to the provisions of Section 123 of the Act, the Board may, from time to

time before recommending any dividend, set apart any and such portion of the profits of the Company as it thinks fit as Reserves and Surplus to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalization of dividends, for repairing, improving or maintaining any of the property of the Company and for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interests of the Company; and may subject to the provisions of Section 186 of the Act invest the sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and may divide the Reserves into such special funds as it thinks fit, with full power to employ the Reserves or any parts thereof in the business of the Company and that without being bound to keep the same separate from the other assets.

Investment of Money

- 144.** All moneys carried to the Reserves and Surplus shall nevertheless remain and be profits of the Company applicable, subject to due provisions being made for actual loss or depreciation for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company may, subject to the provisions of Sections 186 of the Act, be invested by the Board in or upon such investments or securities as it may select or may be used as working capital or may be deployed at any Bank on deposit or otherwise as the Board may, from time to time think proper.

CAPITALISATION OF RESERVES

Capitalisation of Reserves

- 145.** “Any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the Reserves or any Capital Redemption Reserve Account, or in the hands of the Company and available for distribution as dividend or representing premium received on the issue of shares and standing to the credit of the Securities Premium Account be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividends and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in full any unissued shares, debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.”

Issue of Bonus Shares

- 146.** Notwithstanding the provisions of these Articles, any sum standing to the credit of a Securities Premium Account or a Capital Redemption Reserve Account may

be applied in paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

Fractional Certificates

147. For the purpose of giving effect to any resolution under these Articles of the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates, any may fix the value for distribution, and may determine that cash payments shall be made to any members in order to adjust the rights of all parties and may vest such cash in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Board. Where required, a proper contract shall be filled in accordance with Section 39 of the Act, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalized fund, and such appointment shall be effective.

DIVIDENDS

How profits shall be divisible

148. Subject to the rights of members entitled to shares (if any) with preferential or special rights attached thereto, the profits of the Company which it shall, from time to time determine, to divide in respect of any year or other period shall be applied in the payment of a dividend on the Equity Shares of the Company but so that a partly paid up share shall only entitle the holder with respect thereof to such proportion of the distribution upon a fully paid up share as the amount paid thereof bears to the nominal amount of such share and so that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not rank for dividends or confer a right to participate in profits.

Declaration of Dividends

149. The Company in general meeting may declare a dividend, if recommended by the Board, to be paid to the members according to the rights and interest in the profits and may, subject to the provisions of Section 123 to 127 of the Act, fix the time for payment. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

Restrictions on amount of dividends

150. No dividend shall be declared over and above that is recommended by the Board, but the Company in general meeting may declare a smaller or lesser dividend.

Dividend

151. No dividend shall be payable except out of the profits of the Company for that year arrived at in accordance with Section 123 of the Act or out of profits of the

Company for any previous financial years arrived at in accordance with the aforesaid section of the Act or out of moneys provided by the Central or a State Government for the payment of the dividend in pursuance of any guarantee given by such Government, and no dividend shall carry interest against the Company. However, the Company can pay dividend out of the accumulated profits of previous years and transferred to reserves and surplus, in compliance with the Act and Rules made thereunder.

Interim dividends

152. The Board may, from time to time, pay to the members such interim dividend as appear to the Board to be justified by the profits of the Company.

Debts may be deducted

153. The Board may deduct from any dividend payable to any member all sums of moneys, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

Dividend and call together

154. Any general meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend and the dividend may if so arranged between the Company and a member be set off against the call.

Dividend in Cash

155. No dividend shall be payable except in cash; provided that nothing in the foregoing shall be deemed to prohibit the capitalization of profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on the shares held by the members of the Company.

Effect of transfer

156. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company.

To whom dividends payable

157. No dividend shall be paid in respect of any share except to the registered holder of such share or to his order or to his bankers but nothing contained in this Article shall be deemed to require the bankers of a registered shareholders to make a separate application to the Company for the payment of the dividend. Nothing in this Article shall be deemed to effect in any manner the operation of the above Article.

Dividend to Joint-holders

158. Any one of several persons who are registered as joint-holders of any share may give effectual receipt for all dividends, bonuses and other payments in respects of such share.

Notice of dividend

159. Notice of any dividend, whether interim or otherwise, shall be given to the persons entitled to share therein in the manner hereinafter provided.

Mode of Payment

160. Unless otherwise directed in accordance with Section 123 of the Act, any dividend, interest or other moneys payable in cash in respect of the share may be paid by electronic means, cheque or warrant sent through the post to the registered address of the holder or, in the case of joint-holders, to the registered address of that one of the joint-holders who is the first named in the Register in respect of the joint-holding or to such person and at such address as the holder or joint-holders, as the case may be, may direct, and every cheque or warrant so sent shall be made payable to the order the persons to whom it is sent.

Unclaimed dividends

161. No unclaimed dividend shall be forfeited by the Board unless the claim thereto becomes barred by law. The Board shall in accordance with the respective provisions of Section 125 of the Act deal with any such dividend which has been unpaid/unclaimed.

BOOKS OF ACCOUNTS AND DOCUMENTS

Books of Accounts to be kept

162. The Board shall cause to be kept in accordance with the Act, proper books of account with respect to:

- (i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (ii) all sales and purchase of goods and services by the Company;
- (iii) the Assets and Liabilities of the Company; and
- (iv) such particulars relating to utilisation of material or labour or to other items of cost as may be required by the Central Government.

Where to be kept

163. The books of account shall be kept at the Registered Office or at such other place in India as the Board may decide and when the Board so decides, the

Company, shall within seven days of the decisions, file with the Registrar a notice in writing giving the full address of that other place. The company may keep such books of account or other relevant papers in electronic mode or in such manner as may be prescribed under the Act.

Inspection

164.(1) The books of account shall be open to inspection during business hours by any Director, Registrar or any officer of Government authorised by the Central Government in this behalf.

(2) The Board shall, from time to time, determine whether and to what extent, and at what times and places and under what conditions or regulations the books of account and books and documents of the Company, other than those restricted under law or any of them, shall be open to the inspection of the members not being Directors and no member (not being a Director) shall have any right of inspecting any books of account or other document of the Company except as conferred by law or authorised by the Board.

Books of Account to be preserved

165. The books of account of the Company together with the vouchers relevant to any entry in such books of account relating to a period of not less than eight years immediately preceding the current year shall be preserved in good order.

Balance Sheet and Statement of Profit and Loss

166. At every Annual General Meeting the Board shall lay before the Company a Balance Sheet and Statement of Profit and Loss made up in accordance with the provisions of Section 129 of the Act and such Balance Sheet and Statement of Profit and Loss shall comply with the requirements of Sections 129 and 134 of the Act and of Schedule III to the Act so far as they are applicable to the Company but save as aforesaid, the Board shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Company than it may deem expedient.

Report of Directors

167. There shall be attached to every Balance Sheet laid before the Company a report by the Board complying with Section 134 of the Act.

Copy of Balance Sheet To Be Sent To Members And Others

168. A copy of every Balance Sheet, the Statement of Profit and Loss, the Reports of the Board and Auditors and every document required by law to be annexed or attached to the Balance Sheet shall, as provided by Section 136 of the Act, not less than twenty-one days before the meeting be sent to every such

member, debenture-holder, trustee and other person to whom the same is required to be sent by the said Section.

Copies of Balance Sheet etc. to be filed

169. The Company shall comply with Section 137 of the Act as to filing copies of the Balance Sheet and Statement of Profit and Loss and documents required to be annexed or attached thereto with the Registrar.

AUDIT

Account to be audited annually

170. Once at least in every year the books of account of the Company shall be examined by one or more Auditor or Auditors.

Appointment and Remuneration of Auditors

171. The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting and shall, within seven days of the appointment, give intimation thereof to every Auditor so appointed unless he is or they are a retiring Auditor or Auditors. The appointment, remuneration, rights and duties of the Auditor or Auditors shall be regulated by Sections 139 to 148 of the Act.

Audit of Accounts of branch office of Company

172. Where the Company has a branch office the provisions of Section 143 of the Act shall apply.

Right of auditor to attend General Meeting.

173. All notices of, and other communications relating to any General Meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor of the Company; and the Auditor shall be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.

Auditors' Report to be Read

174. The Auditors' Report (including the Auditors' separate, special or supplementary report if any) shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company in case of any qualification by the Auditors or on the request of the Members or the Chairman of the meeting.

When Accounts to be Deemed Finally Settle

175. Every Balance Sheet and Statement of Profit and Loss of the Company when audited and adopted by the Company in general meeting shall be conclusive,

except as regards any error discovered therein within three months next after the adoption thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall, subject to the approval of the Company in general meeting, be conclusive.

KEEPING OF REGISTERS AND INSPECTIONS

Registers etc. to be maintained by Company

176. The Company shall keep and maintain at its Registered Office all statutory registers, other than the Register of Members, which shall be maintained by the Registrar & Transfer Agents, for such duration as the Board may decide unless otherwise prescribed, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection between 10.30 a.m. to 1.00 p.m. on all business days, at the registered office of the company by the persons entitled thereon on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

Supply of copies of Registers, etc.

177. The Company shall comply with the provisions of the Act as to the supplying of copies of the Registers, deeds, documents, instruments, returns, certificates and books therein mentioned to the persons therein specified when so required by such persons, on payment of the charges, if any, prescribed by the said Sections.

Inspection of Registers etc.

178. Where under any provision of the Act any person, whether a member of the Company or not, is entitled to inspect any register, return, certificate, deed, instrument or document required to be kept or maintained by the Company, the person so entitled to inspection shall be permitted to inspect the same during the hours of 10.30 a.m. and 1.30 p.m. on such business days as the Act requires them to be open for inspection.

RECONSTRUCTION

Reconstruction

179. On any sale of the undertaking of the Company, the Board or the Liquidators on a winding-up may, if authorised by a Special Resolution, accept fully-paid or partly paid-up shares, debentures or securities of any other company, whether incorporated in India or not either than existing or to be formed for the purchase in whole or in part of the property of the Company, and the Board (if the profits of the Company permit) or the Liquidators (in a winding-up) may distribute such shares or securities, or any other property of the Company amongst the members without realisation, or vest the same in trustees for them, and any Special Resolution may provide for the distribution or

appropriation of the cash, shares, or other securities, benefit or property, otherwise than in accordance with the strict legal rights of the members or contributories of the Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and, waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound-up, such statutory rights (if any) under Section 319 of the Act as are incapable of being varied or excluded by these Articles.

SECURITY AND SECRETARY

Secrecy

- 180.** Every Director, Secretary, Trustee for the Company, its members or debenture-holders, member of a committee, officer, servant, agent, accountant or other person employed in or about the business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any general meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.

No member to enter the premises of the Company without permission

- 181.** No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company, without the permission of the Board, or, subject to these Articles to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to communicate.

Secretary

- 182.** The Directors may from time to time appoint and at their discretion remove, a person (hereinafter called "the Secretary") to keep the Registers required to be kept by the Company, to perform any other function which by the said Act or by these Articles are to be performed by the Secretary and to execute any other duties which may from time to time be assigned to the Secretary by the Directors.

WINDING-UP

- 183.** If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a Special Resolution, divide among the contributories, in specie or kind, any part of the assets of the Company and may,

with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.

GENERAL INDEMNITY

Indemnity

- 184.** (1) Every Director, Secretary, Chief Financial Officer, Key Managerial Personnel or other Officers of the Company or any person (whether an officer of the Company or not, employed by the Company and any, person appointed Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such or Auditor in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or any application under Section 463 of the act in which he is acquitted, or in connection with the act in which relief is granted to him by the Court or Tribunal.
- (2) No Director of the Company, Manager, Secretary, Key Managerial Personnel, Chief Financial Officer, Trustee, Auditor and every officer of the Company as defined under section 2(59) of the Act and other officers, shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or servant or for joining in any receipts or other act for the sake of conformity merely or for any loss or expenses happening to the Company through the insufficiency or deficiency in point of titles or value of any property acquired by the order of the Directors for or on behalf of the Company or mortgaged to the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation to or with whom any moneys, securities or effects of the Company shall be entrusted or deposited or for any loss occasioned by any error of judgement, omission default or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in relation to the execution or performance of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.
- (3) An Independent Director, and a non-executive director not being a promoter or a Key Managerial Personnel, shall not be liable in respect of acts of omission or commission, by the Company unless it is occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he has not acted diligently.

We, the several persons, whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of these Articles of Association and we respectively agree to take the number of shares in the capital of the Company set of opposite our respective names:

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Number of Equity Shares taken by each Subscriber	Names, Address, Description and Occupation of the Common Witness
1.	<p>Samanvaya Holdings Private Limited Registered Office: C-501, Satellite Towers, Orion, Mundhwa, Pune – 411036 Occupation: Body Corporate Sd/-</p> <p>Through Shri Jitendra Ranchhodbhai Tanti Director S/o. Shri Ranchhodbhai Ramjibhai Tanti C-601, Satellite Towers, Orion, Mundhwa, Pune – 411036 Occupation: Business Sd/-</p>	5000 (Five Thousand)	<p>Witness to the Subscriber Geetanjali V. Godse D/o. Vishwanath D. Godse 7, Godse Bhavan, 32/1/5, Erandawane, Pune- 411004 Occp: Service (ACS No. 18026) Sd/-</p>
2.	<p>Suruchi Holdings Private Limited Registered Office: C-501, Satellite Towers, Orion, Mundhwa, Pune – 411036 Occupation: Body Corporate Sd/-</p> <p>Through Shri Vinod Ranchhodbhai Tanti Director S/o. Shri Ranchhodbhai Ramjibhai Tanti C-501, Satellite Towers, Orion, Mundhwa, Pune – 411036 Occupation: Business Sd/-</p>	5000 (Five Thousand)	
		10000 (Ten Thousand)	

Place : Pune

Dated this 26th day of August, 2005

FORM NO. CAA.7

[Pursuant to Section 232 and Rule 20]

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD**

**COMPANY PETITION NO. 168/ALD OF 2018
CONNECTED WITH
COMPANY APPLICATION NO. CA(CAA)- 18/(ALD)/2018**

(DISTRICT: GAUTAM BUDHA NAGAR)

In the matter of Scheme of Amalgamation of:

Techno Electric & Engineering Company Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. L40108UP2005PLC094304 and its registered office at C-218, Sector-63, Ground Floor (GR-1), Noida, Uttar Pradesh 201 307.

..... Applicant Company No. I/ Transferor Company

And

Simran Wind Project Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U40108UP2005PLC094368 and its registered office at C-218, Sector-63, Ground Floor (GR-2), Noida, Uttar Pradesh 201 307.

..... Applicant Company No. II/ Transferee Company

Order under Section 232

The Present application is filed under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with Rules framed there under as in force from time to time for the Sanction of Proposed Scheme of Amalgamation of **TECHNO ELECTRIC & ENGINEERING COMPANY LIMITED (Transferor Company / Applicant Company I)** with **SIMRAN WIND PROJECT LIMITED (Transferee Company/ Applicant Company II)**. The Petitioner Company No. 1 is a listed company. As part of the Scheme, the merged entity would retain the name of the Transferor Company, and there would be merger of the authorised share capital of the Transferor Company and the Transferee Company in the merged entity. The exchange ratio was fixed at 1:1 and the entire shareholding of the Transferee Company shall stand cancelled under the Scheme of Amalgamation because the Transferee Company is the Wholly-Owned Subsidiary of the Transferor Company.

Previously, the applicant companies jointly filed CAA No. 18/ALD/2018 for the sanction of Scheme of Amalgamation. The Hon'ble Tribunal, vide its order dated 31.01.2018:-

- a) directed the convening of the meeting of the Equity Shareholders of the Transferor Company.
- b) Dispensed with the meetings of the creditors (secured and unsecured) of both the Petitioner Companies and also the shareholders of the Transferee Company (in view of the no objection granted on the affidavits)

Accordingly, the meeting of the Equity Shareholders of the Transferor Company was convened on 17.03.2018 under the Chairmanship of Shri Prem Kumar Malhotra, Former Law Secretary, Government of India. On 24.03.2018, the Chairperson declared that the resolution had been carried by requisite majority:

- a) 10,06,77,456 votes were cast in favour of the resolution by 205 Equity Shareholders
- b) 3,636 votes having been cast against the resolution by 6 Equity Shareholders.

The declaration of the results of the meeting were also posted on the website of the Transferor Company on 24th March, 2018 and published in the “Business Standard” and “Dainik Jagran” in their respective issues dated 31st March, 2018.

In the second motion application, being Company Petition No. 168/ALD/2018, the Hon’ble Tribunal vide its order dated 20.04.2018, directed the applicant/petitioner companies to effect paper publication of a notice and further directed issuance of notices to the Central Government through the Regional Director (Northern Region), the Registrar of Companies, Kanpur, the Official Liquidator and the Income Tax Department having jurisdiction of the Transferor Company and the Transferee Company and all other relevant Sectoral Regulators/ Authorities applicable, which are likely to be affected by the proposed scheme.

Accordingly, the applicant/petitioner Companies served notices to the Central Government through the Regional Director, the Registrar of Companies, the Official Liquidator, Allahabad, Securities and Exchange Board of India (SEBI), National Stock Exchange of India Limited (NSE), BSE Limited (BSE) and also on the Deputy Commissioner of Income Tax. The publication was also made in two newspaper “Business Standard” (English) and “Dainik Jagran” (Hindi).

In response to such notices issued, on 01.06.2018, the Official Liquidator (OL) served the copy of the Report No. 104 (Jud) of 2018. The Tribunal examined the report of the Official Liquidator, wherein it is stated that there is nothing objectionable in the Scheme of Amalgamation.

The Tribunal also examined the affidavit filed by the Regional Director (Northern Region) raising the following issues:-

- i. to share exchange ratio of 1:1;
- ii. the merger of the authorised share capital of the Transferor Company with the Transferee Company as contemplated in the Scheme was not by Section 232(3)(i) of the Companies Act, 2013;

- iii. effective date as defined in clause 1(iv) was different from the meaning of Section 232(6) of the Companies Act;
- iv. undertaking to be given by the petitioner company to pay the fees on combined authorised share capital and stamp duty as may be applicable upon its transfer of assets due to the amalgamation.

The petitioner companies responded to the observations made in the 1st Report/Affidavit of the Regional Director. This Tribunal called for a supplementary affidavit of the Regional Director. In the Supplementary Affidavit, after considering the reply filed by Petitioner Companies, Regional Director made following observations:

- i. the undertaking towards payment of stamp duty has been noted accepted;
- ii. the explanation of the Petitioner regarding the Appointed Date conformity with Section 232 of the Companies Act has been accepted.
- iii. the undertaking on payment of deficit fee, if any, on the combined authorised share capital resulting from the amalgamation has also been accepted; The Petitioner Companies have been required only to furnish a Statement of Fees;
- iv. However, about Share Exchange Ratio and Change in name the same comments as were made earlier by the Regional Director, Northern Region in its first affidavit, have been reiterated.

Upon hearing Shri Rahul Agarwal, Advocate for the Petitioner Companies and Shri Kuldeep Singh, STA (on behalf of Official Liquidator) and in view of the approval of the Scheme without any modification by the Shareholders, Secured Creditors and Unsecured Creditors of the Petitioner Companies and in view of the Report of the Official Liquidator stating therein that the affairs of the Petitioner Companies do not appear to have been conducted in a manner prejudicial to the interests of any person/party or to public interest, this Tribunal finds that the proposed Scheme of Amalgamation does not seem to be contrary to the public policy, nor prejudicial to the interest of its shareholders or detrimental to public interest at large. In addition to above, all the statutory compliance either seems to have been complied with or further

undertaken for making compliances by Petitioner Companies. Therefore, the present Company Scheme Petition of the Petitioner Companies deserves to be allowed in terms its Prayer Clause. In the result, the proposed Company Scheme of Amalgamation annexed to Company Petition is duly approved and sanctioned.

THIS TRIBUNAL DO HEREBY SANCTION THE SCHEME OF AMALGAMATION SET FORTH AS ANNEXURE 1 OF THE PETITION HEREIN AND IN THE SCHEDULE HERETO AND DOTH HEREBY DECLARE THE SAME TO BE BINDING ON THE SHAREHOLDERS, SECURED CREDITORS AND UNSECURED CREDITORS OF THE ABOVE NAMED PETITIONER COMPANIES AND ALSO ON THE SAID PETITIONER COMPANIES WITH EFFECT FROM THE APPOINTED DATE i.e. 01ST DAY OF APRIL,2017.

AND THIS TRIBUNAL DOTH ORDER

- I.** That the Transferor Company stand dissolved without being wound-up;
- II.** Upon this Scheme becoming effective of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be a sum of Rs. 360,00,00,000/- divided into 139,99,00,000 Equity Shares of Rs.2/- each and 8,00,20,000 Preference Shares of Rs.10/- each. Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly and substituted by the following Clause:

“The Authorised Share Capital of the Company is Rs 360,00,00,000/- (Rupees Three Hundred Sixty Crores) divided into 139,99,00,000 (One Hundred Thirty Nine Crores Ninety Nine Lakhs) Equity Shares of Rs.2/- (Rupees Two) each and 8,00,20,000 (Eight Crores Twenty Thousand) Preference Shares of Rs.10/- (Rupees Ten) each.”

- III.** That all the property, rights and powers of the Transferor Company specified in the first, second and third parts of the Schedule hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 232 of the Act, be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same;
- IV.** That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 232 of the Act, be transferred to and become the liabilities and duties of the Transferee Company;
- V.** That all proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company, which shall include liability to pay Income Tax, GST or any other tax, if any;
- VI.** That the Transferee Company without further application undertake to allot such members of the Transferor Company, as have not given such notice of dissent, as is specified by the Scheme of Amalgamation herein the shares in the Transferee Company to which they are entitled under the said Scheme of Amalgamation;
- VII.** That the Transferor Company shall within thirty days of the date of the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered the Transferor Company shall be dissolved* and the Registrar of Companies shall

- VIII.** place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two companies shall be consolidated accordingly;
- IX.** That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary;
- X.** Consequent to the amalgamation and upon Scheme becoming effective, the name of Transferee Company shall be changed to “**TECHNO ELECTRIC & ENGINEERING COMPANY LIMITED**”. Clause I of the Memorandum of Association shall stand altered accordingly;
- XI.** All Concerned Regulatory Authorities to act on a copy of this order annexed with the Company Scheme duly authenticated by the Asst. Registrar, National Company Law Tribunal, Allahabad Bench;
- XII.** Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this court to the scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners;
- XIII.** While approving the scheme as above, we further clarify that this order should not be construed as an order in any way granting exemption from payment of stamp duty, taxes including income tax and GST etc. or other charges, if any, and payment in accordance with law or in respect to any permission/ compliance with any other requirement which may be specifically required under any law.

SCHEDULE - 1

Scheme of Amalgamation as sanctioned by the Tribunal

SCHEDULE – 2

List of Assets - Attached

Dated: 20th day of July, 2018

Registrar

SCHEDULE – 1

Scheme of Amalgamation

(PURSUANT TO SECTIONS 230 AND 232 OF THE COMPANIES ACT, 2013)

of

Techno Electric & Engineering Company Limited

with

Simran Wind Project Limited

PART - I

(Preliminary)

1. DEFINITIONS:

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings:

- i. **“Act”** means the Companies Act, 2013 or any statutory modifications or re-enactment thereof.
- ii. **"Appointed Date"** means the 1st day of April, 2017.
- iii. **“Board of Directors”** or **“Board”** means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.
- iv. **"Effective Date"** means the date or last of the dates on which certified copies of the order of the Hon'ble Tribunal sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Uttar Pradesh.
- v. **“Scheme”** means this Scheme of Amalgamation of the Transferor Company with the Transferee Company in its present form or with such modifications as sanctioned by the Hon'ble Tribunal.

- vi. **“Transferor Company”** means Techno Electric & Engineering Company Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013 having its registered office at C-218, Ground Floor (GR-1), Sector-63, NOIDA 201 307 in the State of Uttar Pradesh..
- vii. **“Transferee Company”** means Simran Wind Project Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013 and having its registered office at C-218, Ground Floor (GR-2), Sector-63, NOIDA 201307 in the State of Uttar Pradesh.
- viii. **“Tribunal”** means the Hon’ble National Company Law Tribunal having its Bench at Allahabad.
- ix. **“Undertaking of the Transferor Company”** means and includes:
 - (i) All the properties, assets, rights and powers of the Transferor Company;
and
 - (ii) All the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause the said Undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including all lands, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all liberties, easements, advantages, exemptions, approvals, licenses, trade marks, patents, copyrights, import entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by the Transferor Company or which the Transferor Company is entitled to together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

- x. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. SHARE CAPITAL:

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of the approval of the Scheme by the Boards of the said Companies, i.e. as on 6th July, 2017 is as under:

i. The Transferor Company:

<u>Authorised Share Capital:</u>	<u>(Rs.)</u>
42,49,00,000 Equity Shares of Rs.2/- each	84,98,00,000
5,50,20,000 Preference Shares of Rs.10/- each	55,02,00,000

	<u>140,00,00,000</u>

Issued, Subscribed and Paid up Share Capital:

11,26,82,400 Equity Shares of Rs.2/- each fully paid up	22,53,64,800
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ii. The Transferee Company:

<u>Authorised Share Capital:</u>	<u>(Rs.)</u>
97,50,00,000 Equity Shares of Rs.2/- each	195,00,00,000
2,50,00,000 Preference Shares of Rs.10/- each	25,00,00,000

	<u>220,00,00,000</u>

Issued, Subscribed and Paid up Share Capital:

89,10,56,331 Equity Shares of Rs.2/- each fully paid up	178,21,12,662
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The entire Paid-up Equity Share Capital of the Transferee Company is held by the Transferor Company along with its nominees. Accordingly, the Transferee Company is a wholly owned (100%) subsidiary of the Transferor Company.

3. OBJECTS AND REASONS:

- i. The Transferor Company is a well-established engineering, procurement and construction (EPC) contracting company with its focus primarily on the Indian power sector. The Transferor Company provides engineering, procurement and construction services for Fuel Oil Storage and Handling Systems, Comprehensive Piping systems including Power Cycle Piping, Process Plant installation, Fire Protection Systems, Extra High Voltage (EHV) Switchyards, EHV Sub Stations, Power Plant Cabling System, Plant Electrical Distribution System including Plant Earthing Systems and Lightning Protection System and Plant Illumination Systems and such like. The Transferor Company also possess specific domain knowledge that enables it to serve the Steel, Fertilizer, Metals and Petrochemicals sectors along with specialized jobs in diversified manufacturing. The Transferor Company

has also forayed into providing transmission network solutions on the Build, Own, Operate and Transfer (BOOT) and Build, Own, Operate and Maintain (BOOM) segment of such business through two of its subsidiaries. The Transferor Company also has substantial interests in the business of generating power from wind mills through the Transferee Company as mentioned hereinafter.

- ii. The Transferee Company is engaged in the business of acquiring and commissioning wind mills. Recognising the potential existing in such business, the Transferor Company acquired the entire Share Capital of the Transferee Company from its promoters and the Transferee Company is accordingly a wholly owned (100%) subsidiary of the Transferor Company. At present, the Transferee Company has a total of 79 wind mills with an aggregate rated power generating capacity of 129.90 MW at various locations in the States of Tamil Nadu and Karnataka. Such business of generating power from wind mills has good potential for further growth and developments as it represents an environment friendly alternative to thermal and nuclear power. The other businesses of the Transferor Company also have good potential for growth and development. In view, inter alia, of the same, there are plans for expansion in all the business segments for which significant funds are required to be raised in the coming years.
- iii. The undertakings and business of the Transferor Company and the Transferee Company can be combined, held and pursued in one entity more conveniently and advantageously with better capacity for fund raising, growth and expansion. Further, the Transferee Company is a project ownership company which has invested substantial amount in its capital assets. In the new projects being undertaken and proposed to be undertaken in the business of the Transferor Company, ownership of such capital assets will enable the said business to fulfill more effectively the pre-qualification criteria for bidding for such new projects. Amalgamation of the two companies is proposed accordingly. The operating units of the Transferee Company are however situated at various locations and are also more numerous as compared to those of the Transferor Company, as aforesaid. Further, the Transferor Company does not have any permanent operating facility in its EPC business in any one location, as the nature of such business is such that it is primarily carried on by providing on-site services at various customer locations. In view, inter alia, of the same and nature of the respective undertakings and assets of the said companies, as aforesaid, operationally it is considered more convenient to amalgamate the Transferor Company with the Transferee Company than vice-versa.

- iv. In the circumstances it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company with the resulting amalgamated entity adopting and succeeding to the more established name and goodwill of the Transferor Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.
- v. The amalgamation will enable appropriate consolidation and integration of the operations and activities of the Transferor Company and the Transferee Company and result in the formation of a larger and more broad based company having greater capacity to raise and access funds for growth and expansion of its business, marketing and selling its products and services and conducting trade on more favourable terms.
- vi. The business of the amalgamated entity will be carried on more efficiently and economically as a result, inter alia, of pooling and more effective utilisation of the combined resources of the said companies and substantial reduction in costs and expenses which will be facilitated by and follow the amalgamation. As such the amalgamation of the Transferor Company with the Transferee Company will enable greater realisation of the potential of the business of the Transferor Company and the Transferee Company in the merged entity and have beneficial results for the said Companies, their shareholders and all concerned.

PART - II

(The Scheme)

4. TRANSFER OF UNDERTAKING:

- 4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 232 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and manner of vesting, stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing (save as provided in Clause 4.2 below) so as to become on and from the Appointed Date, the Undertaking of the Transferee Company.
- 4.2 It is expressly provided that in respect of the assets of the Transferor Company as are movable in nature or otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the

Transferor Company and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.

- 4.3 In respect of the assets of the Transferor Company other than those referred to in Clause 4.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company pursuant to an order passed under the provisions of Section 232 of the Act.
- 4.4 All debts, liabilities, duties and obligations of the Transferor Company shall be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 232 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 4.5 The transfer of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, if any, over or in respect of any of the assets or any part thereof, provided however that such charges shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer of such assets to the Transferee Company and no such charges shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.
- 4.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by the Transferor Company for their operations and/or to which the Transferor Company is entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee

Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits to which the Transferor Company is entitled in terms of the various Statutes and / or Schemes of Union and State Governments, including credit for MAT, Advance tax and tax deducted at source and other benefits under Income Tax Act, tax credits and benefits relating to Excise (including Modvat/Cenvat), Sales Tax, Service Tax, Goods and Services Tax subsidies, grants etcetera shall be available to the Transferee Company upon this Scheme becoming effective.

- 4.7 Taxes, if any, paid or payable by the Transferor Company on or after the Appointed Date shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable. Upon the Scheme becoming effective, the Transferor Company and / or the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax laws and to claim refunds and/ or credit for taxes paid and for matters incidental thereto, as may be required to give effect to the various provisions of this Scheme.
- 4.8 For the removal of doubts, it is clarified that to the extent that there are inter-company loans, deposits, obligations, balances or other outstanding as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, deposits or balances, with effect from the Appointed Date.

5. LEGAL PROCEEDINGS:

If any suits, actions and proceedings of whatsoever nature (hereinafter called “**the Proceedings**”) by or against the Transferor Company is pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme,

but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. CONTRACTS AND DEEDS:

Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

7. SAVING OF CONCLUDED TRANSACTIONS:

The transfer of the Undertaking of the Transferor Company under Clause 4 above, the continuance of Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

8. EMPLOYEES:

On and from the Effective Date:

8.1 All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date. Accordingly, it is clarified that the terms and conditions of service applicable to the said employees in the Transferee Company will not in any way be less favourable to them than those applicable to them immediately before the transfer.

8.2 The services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.

8.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

9. DISSOLUTION OF THE TRANSFEROR COMPANY:

The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 232 of the Act.

10. CONDUCT OF BUSINESS TILL EFFECTIVE DATE:

10.1 With effect from the Appointed Date and up to the Effective Date:

- i. The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
- ii. The Transferor Company shall carry on its businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber or otherwise deal with their assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of their business, without the prior written consent of the Transferee Company.
- iii. All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company including accumulated losses shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

10.2 The Transferor Company and the Transferee Company shall however be entitled to declare and pay dividend, to their respective shareholders for the period from the Appointed Date to the Effective Date or any part thereof consistent with the past practice or in ordinary course of business, whether interim or final. Any

other dividend shall be recommended/ declared only by mutual consent of the Transferor Company and the Transferee Company. It is clarified that the aforesaid provisions in respect of dividend are enabling provisions only and shall not be deemed to confer any right on any shareholder of the said companies to demand or claim or be entitled to any dividend which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of the Transferor Company and the Transferee Company and subject to approval, if required, of their shareholders.

11. ISSUE OF EQUITY SHARES

11.1 Upon the Scheme coming into effect, and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of the Transferor Company holding fully paid-up Equity Shares in the Transferor Company and whose names appear in the Register of Members of the Transferor Company on such date ("**Record Date**"), as the Board of Directors of the Transferee Company shall determine, Equity Shares of the face value of Rs.2/- each in the Transferee Company, credited as fully paid up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "**New Equity Shares**") in the following ratio:

1 (One) New Equity Share of Rs.2/- each in the Transferee Company credited as fully paid up for every 1 (One) Equity Share of Rs.2/- each fully paid-up held by them in the capital of the Transferor Company.

11.2 The New Equity Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of the Transferor Company shall rank pari passu in all respects with the existing Equity Shares of the Transferee Company. Further such new Equity Shares shall pursuant to the Securities Exchange Board of India ("**SEBI**") Circular CFD/DIL3/CIR/2017/21 dated 10th March, 2017 ("**SEBI Circular**"), and subject to compliance with requisite formalities, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Shares of the Transferor Company are listed and/or admitted to trading.

11.3 In respect of the shareholding of the members of the Transferor Company held in dematerialised form, the Equity Shares in the Transferee Company shall, subject to applicable regulations, also be issued to them in the dematerialised form pursuant to clause 11.1 above with such shares being credited to the existing depository accounts of the members of the Transferor Company entitled thereto, as per records maintained by the National Securities Depository Limited and / or Central Depository Services (India) Limited on the Record Date. In respect of the shareholding of the members in the Transferor Company held in

the certificate form, the Equity Shares in the Transferee Company shall be issued to such members in certificate form. Members of the Transferor Company desirous of receiving the new shares in the Transferee Company in dematerialised form should have their shareholding in the Transferor Company dematerialised on or before the Record Date.

- 11.4 The New Equity Shares of the Transferee Company allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- 11.5 Apart from cancellation of existing shares of the Transferee Company as provided in clause 12 herein, there shall be no change in the shareholding pattern or control in the Transferee Company between the Record Date and the listing which may affect the status of the approval of the Stock Exchanges to this Scheme.
- 11.6 Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be a sum of Rs. 360,00,00,000/- divided into 139,99,00,000 Equity Shares of Rs.2/- each and 8,00,20,000 Preference Shares of Rs.10/- each. Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly and substituted by the following Clause:

“The Authorised Share Capital of the Company is Rs 360,00,00,000/- (Rupees Three Hundred Sixty Crores) divided into 139,99,00,000 (One Hundred Thirty Nine Crores Ninety Nine Lakhs) Equity Shares of Rs.2/- (Rupees Two) each and 8,00,20,000 (Eight Crores Twenty Thousand) Preference Shares of Rs.10/- (Rupees Ten) each.”

- 12. CANCELLATION OF EXISTING EQUITY SHARES OF THE TRANSFEE COMPANY:**
Upon the Scheme becoming effective, all Equity Shares held by the Transferor Company in the share capital of the Transferee Company, shall stand cancelled, without any further act or deed as an integral part of this Scheme and in lieu thereof no allotment of any new shares in the Transferee Company shall be made to any person whatsoever.

13. CHANGE OF NAME:

- 13.1 Consequent to the amalgamation and upon the Scheme becoming effective, the name of the Transferee Company shall be changed to "Techno Electric & Engineering Company Limited". Clause I of the Memorandum of Association shall stand altered accordingly and substituted by the following Clause:

*"The Name of the Company is **Techno Electric & Engineering Company Limited.**"*

- 13.2 The Transferee Company shall file the requisite forms and take necessary steps to give effect to such change of name.

14. ACCOUNTING:

- 14.1 The amalgamation shall be accounted for in the books of account of the Transferee Company according to the pooling of interests method under Indian Accounting Standard (Ind AS) 103, Appendix C, applicable to business combinations of entities under common control notified under the Companies (Indian Accounting Standards) Rules, 2015.

- 14.2 Accordingly on and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, all assets and liabilities of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book value as recorded in the Transferor Company' books of accounts. Further, all reserves of the Transferor Company shall be incorporated in the books of account of the Transferee Company in the same form in which they appear in the books of account of the Transferor Company.

- 14.3 The difference between the carrying amount in the books of the Transferor Company of its investment in the Equity Share Capital of the Transferee Company which shall stand cancelled consequent to this Scheme and the aggregate face value of such Equity Share Capital shall, subject to the other provisions contained herein, be adjusted against the Securities Premium Account of the Transferee Company. The Securities Premium Account of the Transferee Company shall stand reduced accordingly.

- 14.4 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

15. APPLICATIONS:

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make necessary applications pursuant to Sections 230 and 232 of the Act, to the Hon'ble Tribunal for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up. The said companies shall also apply for and obtain such other approvals, as may be necessary in law, if any, for bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

16. APPROVALS AND MODIFICATIONS:

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

16.1 To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble Tribunal and / or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.

16.2 To settle all doubts or difficulties that may arise in carrying out the Scheme; to give their approval to all such matters and things as is contemplated or required to be given by them in terms of this Scheme; and to do and execute all other acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

17. SCHEME CONDITIONAL UPON:

The Scheme is conditional upon and subject to:

17.1 Approval of the Scheme by the requisite majority of the members of the Transferor Company and the Transferee Company in accordance with law; and

- 17.2 Sanction of the Scheme by the Hon'ble Tribunal pursuant to Sections 230 and 232 of the Act.

Accordingly, it is provided that the Scheme although operative from the Appointed Date, shall become effective on the Effective Date upon filing of certified copies of the order sanctioning the same with the Registrar of Companies by the Transferor Company and the Transferee Company on such date.

18. COSTS, CHARGES AND EXPENSES:

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company.

19. RESIDUAL PROVISIONS:

- 19.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 230 of the Act, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act, including Sections 13, 61, 62(1)(c) and 66 of the Act, to the extent the same may be considered applicable.

- 19.2 Without prejudice to the generality of the foregoing, it is clarified and provided that cancellation of Share Capital of the Transferee Company in terms of Clause 12 of this Scheme, including consequent reduction of Securities Premium Account of the Transferee Company in terms of Clause 14.3 of this Scheme, shall be effected as an integral part of this Scheme. Such cancellation of Share Capital and reduction of Securities Premium Account of the Transferee Company, does not involve either diminution of liability in respect of unpaid share capital or payment of paid-up share capital. Further, since such cancellation and reduction is an integral part of the Scheme, the provisions of Section 66 of the Act are not applicable. It is further clarified and provided that notwithstanding such cancellation of Share Capital and reduction of Securities Premium Account of the Transferee Company, it shall not be required to add "And Reduced" as suffix to its name.

- 19.3 Upon the coming into effect of this Scheme, the resolutions, and other actions undertaken by the Transferor Company, including approvals that may have been obtained by Transferor Company from its shareholders, if required, under the provisions of the Companies Act, 1956 or the Companies Act, 2013 and which are valid and subsisting on the Effective Date, shall continue to be valid and

subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the said Acts or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute a part of the aggregate of the said limits in the Transferee Company.

- 19.4 Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all Bank Accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned.
- 19.5 In terms of this Scheme, the Undertaking of the Transferor Company shall stand transferred to the Transferee Company without any further act or deed and by operation of law, i.e by virtue of and upon an order being passed by the Hon'ble Tribunal under Section 232 of the Act. It is clarified that since the Transferor Company owns the entire (100%) of the issued Share Capital of the Transferee Company and stamp duty is remitted on all instruments evidencing transfer of property between such companies by Finance Department Notification No. M.599/X-501, dated March 25, 1942 issued under Section 9 of the Indian Stamp Act, 1899, no stamp duty will be payable on or in respect of the said order of the Hon'ble Tribunal effecting transfer of the Undertaking of the Transferor Company herein to the Transferee Company under Section 232 of the Act as such order is eligible for remission of stamp duty in the State of Uttar Pradesh in terms of the said notification.
- 19.6 The amalgamation of the Transferor Company with the Transferee Company and transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company has been proposed in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said Section. Such modification will however not affect the other parts of the Scheme.

19.7 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.

SCHEDULE - 2

SCHEDULE OF ASSETS

OF

Techno Electric & Engineering Company Limited (“the Transferor Company”) as on 1st April, 2017 to be transferred to Simran Wind Project Limited (“the Transferee Company”)

PART - I

(Short Description of Freehold Property of the Transferor Company)

All those pieces or parcels of land measuring in aggregate 2,024 square meters together with all structures and buildings standing thereon or on part whereof the same are erected and built and lying at Mouza Rajpur in J.L. No.55, R.S. No.109, within Rajpur Municipality, Holding no.127 Netaji Subhas Road, P.S. Sonarpur, Sub-Registration Office Baruipur in District 24 Parganas (South) in the State of West Bengal. Short particulars of the said land are as follows:

Factory Land

<u>Sale Deed No.</u> <u>or Copy No.</u>	<u>Khatian No.</u>	<u>Plot No.</u>	<u>Area</u> <u>(in Square Mtrs.)</u>
3419 of 1987	56/2, 541 and 588	Dag Nos. 39(Part), 47(Part), 67(Part) and 68(Part)	2,024 sq. mtrs

Part - II

(Short Description of Leasehold Property of the Transferor Company)

All those pieces or parcels of land measuring in aggregate 1,408.70 square meters of land lying at Mouza Rajpur in J.L. No.55, R.S. No.109, within Rajpur Municipality, Holding no.127 Netaji Subhas Road, P.S. Sonarpur, Sub-Registration Office Baruipur in District 24 Parganas (South) in the State of West Bengal. Short particulars of the said land are as follows:

Government lands taken on lease for Industrial purposes

<u>Plot No.</u>	<u>Area</u>
	<u>(in Square Mtrs.)</u>
39(Part), 47 to 51(Part), 67(Part) and 68(Part)	1,408.70 sq. mtrs

PART III

(Short description of stocks, shares, debentures and other choses in action of the Transferor Company)

1. Movables specified in clause 4.2 of the Scheme are transferable to the Transferee Company as provided therein.
2. Investments in Mutual Funds, Bonds and Shares

i. Mutual Funds:

SI No	Folio No.	Name of Mutual Funds	Balance as on 01.04.2017	
			No. of Units	Cost (Rs.in lakhs)
1	434122314956	Reliance Liquid Fund	116,339.646	4,615.61
2	1008427518	Aditya Birla Sun Life Floating Rate Fund Short Term Plan	2,791,137.807	6,052.69
3	229203/24	ICICI Prudential Money Market Fund	558,232.303	1,256.15
4	1000023421	Mahindra Liquid Fund	48,023.619	505.51

5	7051148594	JM High Liquidity Fund	3,374,964.184	1,502.33
6	3359728/86	Kotak Floater Short Term-Direct Plan- Growth-	19,147.765	511.13
7	90119682041	AXIS Liquid Fund-Direct Growth	55,920.477	1,008.37
8	994739763	Sundaram Income Plus Direct Plan-Growth	2,060,428.239	500.85
		Total		15952.64

ii. Bonds:

SI No	Folio No. / DP-ID-Client ID	Name of Bonds	Balance as on 01.04.2017	
			No. of Bonds	Cost (Rs.in lakhs)
1	IN302496 / 10035044	10.95% IDBI Bank Perpetual 2022	300	2,991.35
		Total		2,991.35

iii. Shares

SI No	Folio No.	Particulars	No. of Shares
1	1	Techno Infra Developers Private Ltd.	50,000
2	1	Techno Clean Energy Pvt. Limited	49,980
3	1	Techno Green Energy Pvt. Limited	49,980
4	1	Techno Wind Power Pvt. Limited	49,980
5	IN302496 / 10035044	Patran Power Transmission Company Ltd.	24,499,400
6	1 to 6	Patran Power Transmission Company Ltd.	600
7	2	Jhajjar Kt Transco Pvt. Ltd.	11,092,857
8		Tega India Limited	7
9	6	Techno Leasing & Finance Company Limited	10
10	T6-7	Techno International Limited	1,70,060
11	1	North Dinajpur Power Limited	9,000
12	1	Rajgarh Bio Power Limited	9,000

13	1	Techno Ganganagar Green Power Generating Co. Ltd.	8,994
14	1	Techno Birbhum Green Power Generating Co. Ltd.	8,994
15	1	Bargarh Green Power Generating Co. Ltd.	7,494
16	1	Techno Power Grid Company Ltd.	50,000

3. Licenses, approvals and registrations, including the following:

i. Electrical Contractors License

SI No	Particulars	Reference No	Validity
1	Odisha	1745(HT)	21.03.2017
2	Delhi	1846	31.05.2018
3	Punjab	730/L	08.04.2018
4	Bihar	457	31.12.2019
5	Madhya Pradesh	US/3708-'89'	31.12.2019
6	Maharashtra	23797	31.12.2019
7	West Bengal	8722	27.01.2019
8	Karnataka	GL00303-MDY	30.04.2022
9	Andhra Pradesh	A-4836/1-1521	22.12.2018
10	Haryana	H-1804	07.03.2019
11	Assam	3609	22.12.2018
12	Uttar Pradesh	GBN-120	31.03.2019
13	Rajasthan	6077"A"	29.06.2018

ii. IT License & Registration

SL No	Particulars	Registration No. & License No	Date
1	Oracle EBS 12.1.3 (Software Updates Part & Product Support Part)	18404792	28-Feb-2012
2	Microsoft Product License	OVL V6405775 OVL V1957664 OVL V7532364 OVL V1054486	01-07-2013 01-09-2012 06-02-2013 29-12-2014
3	Microsoft Project Professional 2013	A161314	05-Sep-2015
4	Red Hat Linux Server & High Availability	RH00004RN RH00025RN	01-Mar-2018
5	AutoCAD LT 2017 and AutoCAD Full Mechanical	5128686512	26-Oct-2016
6	ABBY Fine Reader 11	FCTC-1100-3002-6822-6761-2373	27-Aug-2012
7	Toad	POKOL_13_00023	02-Sep-2013
8	Polycom	K1029-1051-6000-7153	
9	FortiGate 100E UTM	FG100e4q16001560	11-May-2017
10	Trend Micro Office Scan, Trend Hosted Email Security, Trend Server Security.	TM-L-A000038225 TM-L-A000039958	18-Mar-2017 10-Jun-2017
11	Tally 9	SL:775213254 SL:765213255	05-Sep-2015
12	Nitro Pro 11 for Enterprise English: Desktop Edition	234601153229501946	26-Sep-2017
13	TeamViewer 7	09-31204-596022-604688	23-Feb-2012
14	Bentley Select Products & Project Wise Bentley Stad. Pro	1001490565 1005954924	04-Feb-2016 28-Jun-2018

iii. Registration – GST

Sl. No.	State	GST No.	Date of issue of certificate
1	Andhra Pradesh	37AAJCS4414Q1ZR	21.09.2017
2	Assam	18AAJCS4414Q3ZP	20.09.2017
3	Bihar	10AAJCS4414Q3Z5	20.09.2017
4	Chhattisgarh	22AAJCS4414Q2Z1	20.09.2017
5	Haryana	06AAJCS4414Q1ZW	21.09.2017

6	Jharkhand	20AAJCS4414Q1Z6	26.09.2017
7	Karnataka	29AAJCS4414Q1Z0	20.09.2017
8	Madhya Pradesh	23AAJCS4414Q1Z0	26.09.2017
9	Odisha	21AAJCS4414Q2Z3	22.09.2017
10	Rajasthan	08AAJCS4414Q1ZS	20.09.2017
11	Tamil Nadu	33AAJCS4414Q1ZZ	20.09.2017
12	Telangana	36AAJCS4414Q1ZT	22.09.2017
13	Uttar Pradesh	09AAJCS4414Q2ZP	22.09.2017
14	West Bengal	19AAJCS4414Q1ZP	20.09.2017
15	Meghalaya	17AAJCS4414Q2ZS	22.09.2017
16	Tripura	16AAJCS4414Q1ZV	20.09.2017
17	Gujarat	24AAJCS4414Q2ZX	20.09.2017
18	Arunachal Pradesh	12AAJCS4414Q1Z3	24.09.2017
19	Maharashtra	27AAJCS4414Q1ZS	24.09.2017
20	Himachal Pradesh	02AAJCS4414Q1Z4	24.09.2017
21	Punjab	03AAJCS4414Q2Z1	24.09.2017
22	West Bengal ISD	19AAJCS4414Q2Z0	27.07.2017
23	Delhi	07AAJCS4414Q3ZS	19.03.2018

iv. Registration – CST/VAT

Sl. No.	State	VAT Regd. No.	CST Regd. No.	ET Regd. No.	Composit ion No.	Date of Registration
1	Andhra Pradesh	37294219713	37294219713			VAT-01.07.2014 CST-01.07.2014
2	Arunachal Pradesh	12020232118	12020232219			VAT-19.01.2011, CST-01.03.2011
3	Assam	18880057182	18699911454		GRN1867 0047161	VAT-01.05.2005, CST-01.05.2005, GRN-01.04.1999
4	Bihar	10010038094	10010038191	100107 56254		VAT-01.04.2005 CST-18.12.2006 ET-01.04.2005
5	Chhattisgarh	22145200851	22145200851			VAT-01.04.2000, CST-17.02.2004

6	Daman and Diu	25000009291	DA/CST/8706			VAT-14.12.2012, CST-14.12.2012
7	Gujurat	24309900649	24809900649			VAT-24.02.2009 CST-13.01.2010
8	Haryana	06621611172	06621611172			VAT-01.04.2003, CST-01.04.2003
9	Himachal Pradesh	02030300950	02030300950			VAT-12.02.2008, CST-04.03.2008
10	Jharkhand	20592405481				VAT-22.08.2008
11	Karnataka	29981130881	29981130881			VAT-15.04.2013 CST-15.04.2013
12	Madhya Pradesh	23876103018	23876103018			VAT-17.10.2006 CST-31.12.1996
13	Maharashtra	27580299165	27580299165			VAT-01.04.2006, CST-01.04.2006
14	Odisha	21051304815	21051304815			VAT-01.04.2005 CST-19.05.1987
15	Punjab	03332042837	03332042837			VAT-12.02.2008 CST-04.03.2008
16	Rajasthan	8702113167	8702113167			VAT-22.05.2008 CST-17.06.2008
17	Tamil Nadu	33070561295	788999			VAT-31.05.2007 CST-31.05.2007
18	Telangana	36210104527	36210104527			VAT-02.06.2014 CST-02.06.2014
19	Uttar Pradesh	9350101697	LU5053177			VAT-20-06-2002 CST-20.09.2002
20	West Bengal	19470187067	19470187261			VAT-01/04/2005 CST-27/11/1970
21	Meghalaya	17130486054	17130486248			VAT-01/10/2016 CST-01/10/2016

v. Registration - Service Tax

Sl. No.	Particulars	Registration No.	Date of Registration
1	Madhya Pradesh, Dist. – Singrauli	AAJCS4414QSD001	13-08-2010
2	Maharashtra, Dist. – Nanded	AAJCS4414QSD004	16-08-2010
3	Orissa, Dist. – Jagatsinghpur	AAJCS4414QSD005	18-08-2010
4	Assam, Dist. – Kokrajhar (BTAD)	AAJCS4414QSD011	10-09-2010

5	Himachal Pradesh, Dist. – Solan	AAJCS4414QSD020	13-10-2010
6	Jharkhand, Dist. – Bokaro	AAJCS4414QSD023	16-11-2010
7	West Bengal, Dist. – Murshidabad	AAJCS4414QSD032	08-09-2010
8	Tamil Nadu, Dist. – Tiruvallur	AAJCS4414QSD033	13-10-2010
9	Orissa, Dist. – Jharsuguda	AAJCS4414QSD042	31-08-2010
10	Bihar, Dist. – Nalanda	AAJCS4414QSD047	09-09-2010
11	Haryana, Dist. – Rohtak	AAJCS4414QSD051	27-01-2011
12	Arunachal Pradesh, Dist. – West Kameng	AAJCS4414QSD052	27-12-2010
13	Uttar Pradesh, Dist. – Varanasi	AAJCS4414QSD053	19-10-2011
14	Assam, Dist. – Guwahati	AAJCS4414QSD056	13-04-2011
15	Rajasthan, Dist. – Chittorgarh	AAJCS4414QSD057	14-06-2011
16	Madhya Pradesh, Dist. – Sehore,	AAJCS4414QSD059	30-06-2011
17	Madhya Pradesh, Dist. – Khandwa,	AAJCS4414QSD060	29-06-2011
18	Madhya Pradesh, Dist. – Dhar	AAJCS4414QSD061	29-06-2011
19	Tripura, Dist. – South Tripura	AAJCS4414QSD068	20-12-2011
20	Chhattisgarh, Dist. – Raigarh	AAJCS4414QSD069	13-01-2012
21	Orissa , Dist. – Sambalpur	AAJCS4414QSD070	11-12-2012
22	Madhya Pradesh, Dist. – Indore,	AAJCS4414QSD071	18-02-2013
23	Madhya Pradesh, Dist. – Jabalpur,	AAJCS4414QSD074	07-12-2012
24	Andhra Pradesh, Dist. – Kurnool,	AAJCS4414QSD076	21-05-2013
25	Bihar, Dist. – Darbhanga,	AAJCS4414QSD078	13-06-2013
26	Rajasthan, Dist. – Jaisalmer	AAJCS4414QSD079	05-06-2013
27	West Bengal, Dist. – Kolkata,	AAJCS4414QSD080	31-07-2013
28	Karnataka, Dist. – Bijapur	AAJCS4414QSD081	23-06-2014

29	Uttar Pradesh, Dist.-Allahabad	AAJCS4414QSD083	08-07-2014
30	West Bengal, Dist. - Purba Midnapore,	AAJCS4414QSD084	15-07-2014
31	Telangana, Dist. - Hyderabad,	AAJCS4414QSD086	19-09-2014
32	Orissa, Dist. – Angul	AAJCS4414QSD087	Registration Application date(ST-01): 24-08-2016
33	Bihar, Dist. – Rohtas	AAJCS4414QSD088	25-08-2014
34	Bihar, Dist. – Gopalganj	AAJCS4414QSD089	12-03-2015
35	Punjab, Dist. – Patiala	AAJCS4414QSD092	28-09-2015
36	Gujarat, Dist. – Kutch	AAJCS4414QSD093	25-07-2016
37	Meghalaya, Dist. – East Khasi Hills	AAJCS4414QSD094	07-09-2016

vi. Insurance Policies:

Sl. No.	Particulars	Policy No.	Valid From	Valid Upto	Sum Insured (Rs.)
1	Burglary Policy for Plant & Machinery in various Projects.	311800/48/2018/418	12/09/2017	11/09/2018	3,21,44,000/-
2	Standard Fire and Special Perils Policy for Plant & Machinery in various Projects.	311800/11/2018/296	12/09/2017	11/09/2018	3,21,44,000/-

vii. Import/Export and other Certificate Details:

Sl. No.	Particulars	Certificate/Code No.	Date	Issuing Authority
1	Import-Export Code	0291001360	20.06.1991	Zonal Joint Director General of Foreign Trade, Kolkata.
2	RCMC Certificate	EEPC:K:REG:09:2006-2007 (Valid up to 31.03.2019)	01.04.2006	Engineering Export Promotion Council, Kolkata

viii. **Provident Fund, E.S.I., Professional Tax, Trade Licence, and others:**

Sl. No.	Particulars	Registration No.	Date of Registration	Place
1	PROVIDENT FUND			
		WB / 13987	7/31/1971	KOLKATA
		OR / 5955	01.05.2000	ORISSA (ANGUL)
		HP / 2534	10.06.2002	JHAKRI (HP)
		JH/RNC/11294	08.11.2003	HAZARIBAGH
		C.G / I.N / 17750	01.03.2004	KORBA
		MP/ JABAL / 16546	04.06.2005	JABALPUR
		AP / 52989	23.11.2006	GAJWEL
		OR / 13197	23.03.2007	ORISSA (ANGUL)
		BR / 9254	06.11.2007	PATNA
		AP/GNT/57538	24.05.2008	VIJAYAWADA (AP)
		RJ / 25280	12.11.2008	BARMER
		GJ / RJT / 44625	22.11.2008	TCL, MITHAPUR
		OR / RL / 8947	7/12/2007	ORISSA (JHARSUGUDA)
		HP / 6530	06.02.2009	NALAGARH (HP)
		UP / 43894	23.05.2009	HARDUAGANJ
		HR/KNL/19259	7/1/2005	IOCL PANIPAT
2	E.S.I.C.			
	OFFICE (H.O)	41 - 15076A - 67		KOLKATA
	NARENDRAPUR WORKPLACE	41 - 15076 - 67		KOLKATA
	ANGUL	41 - 15076-A-67(44-ANGUL)	5/16/2007	ORISSA (ANGUL)
	PARADIP	44-SC-219(41-15076-67) PDP		PARADIP
3	P.TAX			
	REGISTRATION CERTIFICATE NO. (RCN)	0294071		KOLKATA
	ENROLMENT CERTIFICATE NO.(ECN)	0954306		KOLKATA

4	TRADE LICENCE			
	RADHABAZAR OFFICE	304500007165		KOLKATA
	PARK PLAZA OFFICE	001111036934		KOLKATA
	PARK PLAZA OFFICE (6TH FLOOR)	000151037302		KOLKATA
5	LICENCE UNDER WBM ACT, 1993 FOR NARENDRAPUR WORKPLACE	152 / H		KOLKATA
6	SHOPS & ESTABLISHMENT			
	RADHABAZAR OFFICE	C/HARE/P II/35735	2/9/1967	KOLKATA
	PARK PLAZA OFFICE	KOL/PARK/P II/43469/08	4/28/2008	KOLKATA
	IDEAL PLAZA OFFICE	KOL/BHOW/P II/43169	2/4/2008	KOLKATA

ix. ISO Certification:

Particulars	Certificate No.	Date	Valid Upto
ISO 14001 : 2015 & BS OHSAS 18001:2007 by Bureau Veritas	IND16.8030/U	29.01.2016	28.01.2019
ISO 9001 : 2015 by Bureau Veritas	IND16.8031/U/Q	20.01.2016	19.01.2019

x. Trade Mark Registration :-

Particulars	Trade Mark No.	Certificate No.	Date
Trade Mark Registration	1990177	1048528	07.07.2010