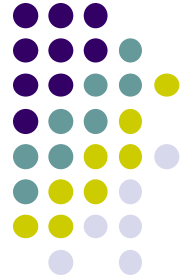




RED ORION GROUP [®]TM

Mumbai, Commercial & Financial Capital of India



A Gateway to Global Markets, A city of dreamers and achievers



COMPANY PROFILE



RED ORION INVESTMENT ADVISORS LTD

REG OFF : 611, 6 TH FLR OFFICE 11, HUBTOWN SOLARIS, N S PHADKE MARG SAI
WADI CTS NO 428, NR FLY OVER BRIDGE, ANDHERI (EAST) MUMBAI 400069
MAHARASTRA (INDIA)

Tel: 022-68287016

Fax: +91 9687227632

M- +91 9987321984

E-mail: redorion@gmail.com



RED ORION INVESTMENT ADVISOR LIMITED - HEAD QUATER

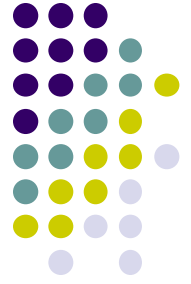


Registered Office :
611. 6 TH FLR, OFF 11, HUBTOWN SOLARIS, N S PHADKE MARG,
SAI WADI CTS NO 428, NR FLY OVER BRIDGE, ANDHERI (EAST)
MUMBAI Maharashtra 400069 (India)

Tel: +22-28287016 Fax: +22 , Mob: +91 9987321984



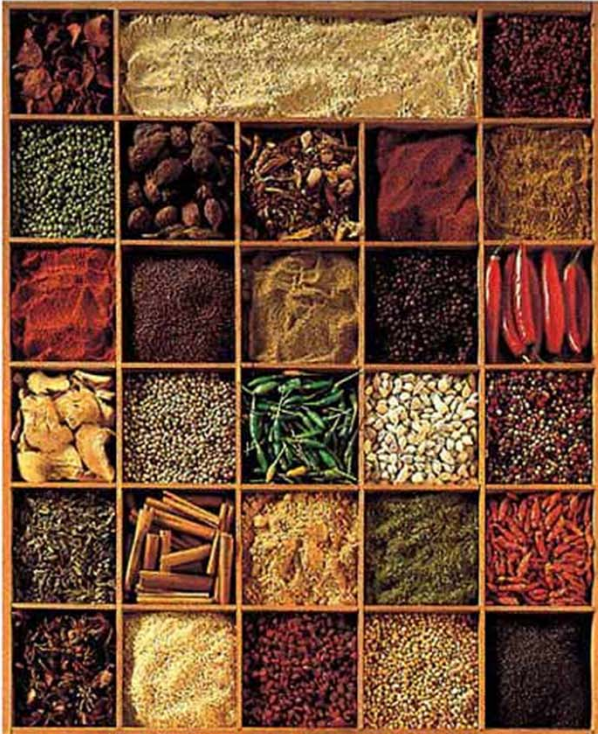
Thermal Steam Coal



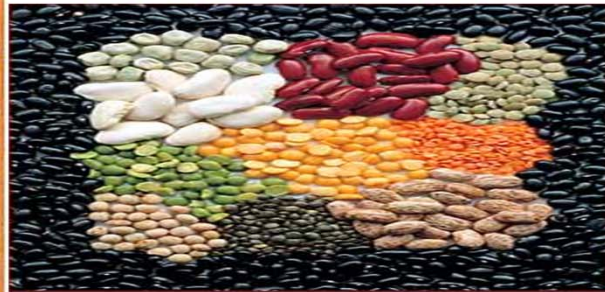
Energy Resources for Thermal Power Plants



Red Orion Harvest Agri Commodities



Golden Harvest





Global Connection

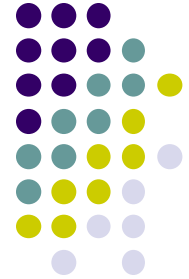
Preface:

The Red Orion Investment Advisors Ltd. (ROIAL) was established in 15 th July 2013 by a team of young entrepreneurs, who are highly qualified professionals in their respective fields. The core business activity of the company is Mining & Minerals exploration & processing and exports. Thermal steam coal, Energy Products Lines and Petrochemicals and Agri commodities. The company has clients from China, Hong Kong, Australia, Japan, South Korea and Singapore.

The Promoters have an ambitious plan to create a successful and World class business house with a vision on Global market.

The World economy is booming and every country has given priority to develop its infrastructures and resources. There is a huge demand for various commodities in the global market. We have identified few commodities which are essential for the development of the economy of any country and its peoples life style. Our commodities are primary products used for manufacturing finished products for development of Infrastructures.

Red Orion Company Profile



Company Structure:

A well conceived business idea and the analyzed decision is the key factor to establish a successful business house, coupled with best talents, good business practice, efficient and committed teamwork. The leadership qualities and accomplishments of the key promoter **Mrs.Nishita Katriar** has a vision on global markets. A team of young qualified professionals formed **ROIAL** to carry on in the business of Infra and Logistic Commodities, Manufacturing & Processing, Mining, Minerals, Metals Trading, Energy Products Line, Petrochemicals, Fertilizers, Exports and Imports in International markets.

Our Executive Council:

Mrs Nishita Katriar : Chairman & Managing Director. B. Com. (Kolkatta University)

Designation : Chairman & Managing Director.-Business development.

He is the key promoter of the company and has more than 20 years of experience in infra and Logistic and International trade. Takes care of over all management and key decisions are taken by him along with other colleagues.



Mr. Mayur Ashok Bhole : Director

Designation : Financial & Business Advisor.

He takes care of company's business matters such as commercial and legal aspects of day to day needs of the business. He has been full time director of the company and active in all key decisions.

Mrs. Vibha Atul Parab : (Director)

Designation: Director – Technical & Engg

He has joined the company as director technical and Engg. Has been a key figure in the company and all technical and engg. related decisions are taken with his approval.

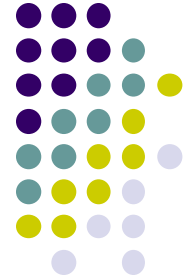
Mr. Prakash Mehta . (Gujarat University)

Designation: Ceo Operations

He is taking care of operations such as production, Investment and Infra Project transport and materials stock at mine heads, port plots. Stationed at Madurai.

Red Orion Company

Profile



Bankers :

1. Bank Of India

International Banking Division

,Mumbai Central Branch Mumbai 400 007

2.Hsbc Bank ltd (Advising Bank)

M.G. Road, Fort,

Mumbai 400 001

Auditors:

& Co.

Chartered Accountants

207, Marine Chambers,

New Marine Lines,

Mumbai 400 020

The Group:

The Red Orion Investment Advisors Limited – Infrastructure Hotels and Resorts Iron Ore, Fertilizers, Energy Product Line. Oil & Gas , AU Gold Bullion, Power Diesel Gensets

Pratham Dealmark Pvt. Ltd. – Infrastructure & Logistics.

Vanivilas Cements Pvt Ltd . – Commodities.

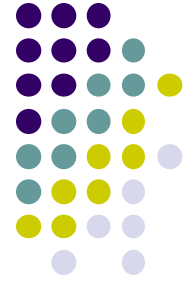
Red Orion Investments – Investment Bankers & Trade Finances & Project Finances.

Red orion Company Profile



GLOBAL MARKETING NETWORK





Financial Resources:

The company has strong in house financial resources and supported by its Associates at international level. We have made all required arrangements with our bankers for credit line and hence the financial requirements taken care of to execute the orders and meet the challenges

The Group Strategy:

Good Business practice with Honesty, Transparency , efficiency, commitment and dedicated teamwork. Consistency and expansion of our business activity. Creating Strong brand equity for ROIAL at International level. Continued Business growth for ROIAL Conducive Working Environment . A well defined corporate governance Achieve Clientele satisfaction and Business support.



Mines, Minerals, Metals and Ore:

Iron Ore Fines Fe 63.5% to Fe 54/52%

Manganese ore Mn46%,

Chrome Ore Cr02 48%

Bauxite ore Bu 46%





Products Profile:

Fertilizers and Raw materials: Urea N 46%, Rock Phosphate, Sulphur, DAP, MAP





Energy Products Line:

Steam Coal, Anthracite coal, Hard & Soft Coking coal,
Met coke, Pet Coke.





Petroleum Products : Crude Oil, HSD2, Mz-100, IFO 180, & 380





Mission Statement:

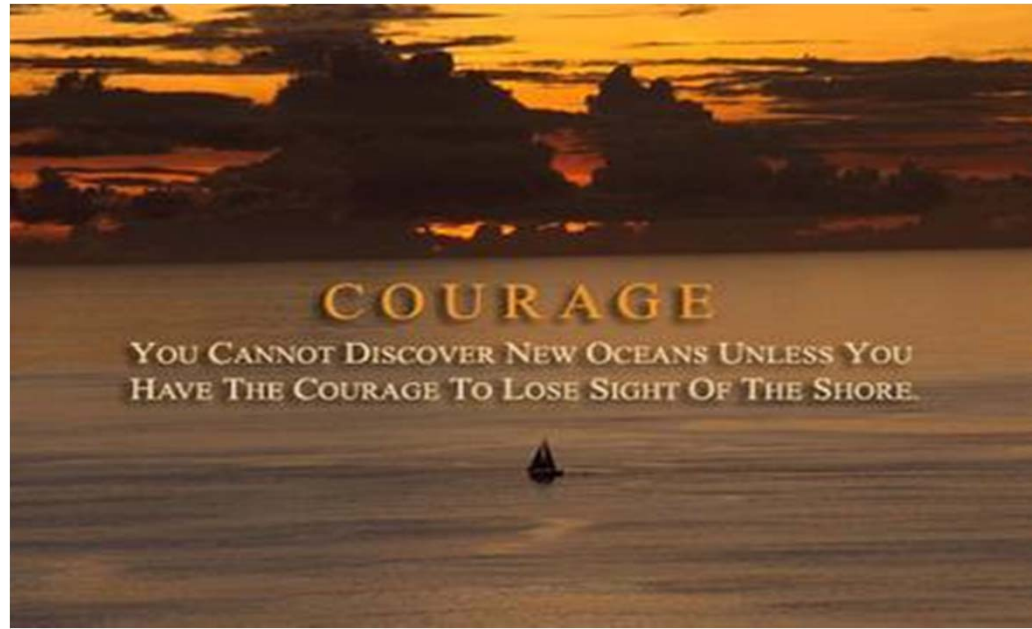


The Mission is Growth, The Vision Is Global.

Our ambition is to become one of the finest companies at International level and the key players in Global markets. Our mission is to achieve highest possible quality standard , excellent communications and interpersonal relationship with our clients. Sustained growth and better results every year, develop and expand our business activity Globally.

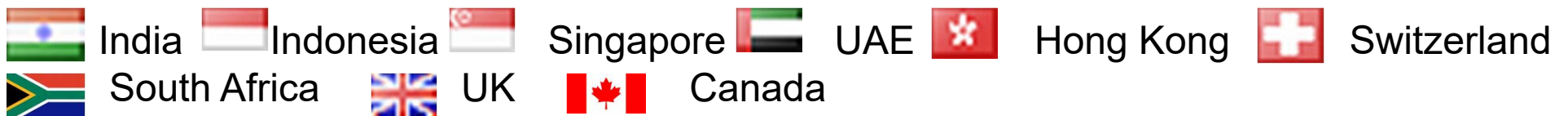


Our Belief & Strength:



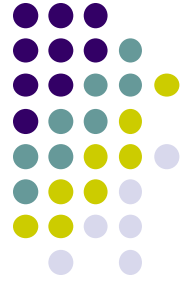
We believe in our core competence in business applications and have the courage to try new avenues. Given an opportunity to prove our business acumen, we accept it as a challenge and dedicate ourselves to bring in the excellence and deliver the results in scheduled time frame.

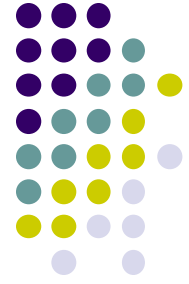
Our Presence:



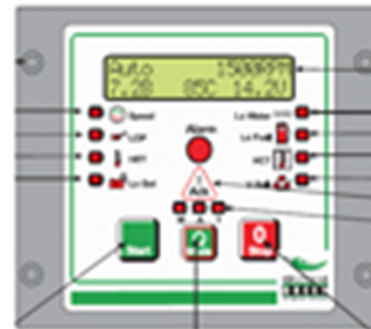
Red Orion Harvest Sugar IC 45





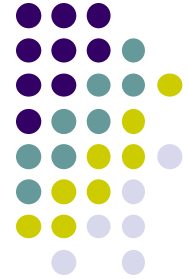


Liquid Cooled Diesel Genset



•Engine

- Liquid Cooled Technology
- Offering a wide Comprehensive range with power out put covering from 320 to 625 KVA**
- Available in 8,10 and 12 cylinder configuration
- Kirloskar 'DV' Engine can operate on 100% bio – diesel giving 100% power & lower emissions.
- Kirloskar 'DV' Engine is compliant to future emission norms –EU stage 2.
- Lower lube oil sump capacity as compared to others, lower maintenance cost.
- Light weight & strong crankshaft material, gives better strength and increases the power by 20%.
- Most ideal for AMF application as well as for parallel operations.
- 500 HRs, oil change period



Alternator

- Kirloskar Green Alternator
- Compact Design
- Best in class Efficiency
- Positive Voltage built-up
- Special windings to reduce harmonics
- Electronic AVR
- High circuit current capacity upto 300% ensuring controlled regulation even at variable loads.
- Epoxy gel coating to suit various environment conditions

Control panel

State of the art engine & genset monitoring and safety system
Compact and aesthetically designed CPCB approved canopy.
Safety controls for low coolant level in radiator and high canopy temperature
Compact Microprocessor controller
All performance parameters of engine & DG set visible at one sight

Canopy

State of the art kirloskar Green Design
Weather proof, sound Proof Enclosure meets latest CPCB norm
The powder –coated enclosure is manufactured on high tech CNC machines to ensure Smart quality finish & life long durability.
Specially designed to operate at full load, even at 50 deg C air inlet temperature

Red Orion Company

Profile

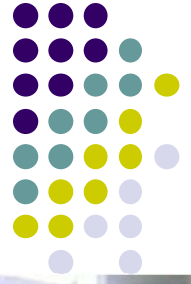


Au Gold Bullion





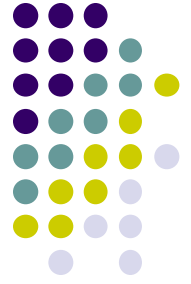
Copper C C Rods in Coil 99.97%





Copper Cathode 99.97%





Copper Cathode 99.97%





RED ORION INVESTMENT ADVISORS LIMITED

CIN : U74999MH2013PLC245654

REF NO.: ROIAL- 1001

DATE: 09/04/2022

To,
DR CHIL SIK KIM,
Chairman,
M/S J S NEO Plant Co Ltd, no 33,
Mong Kong Road
Kowloon, Hongkong.

Kind Attn: Through Mr.Rahamatulloulla Sarabadine Mandate (France) and Mr. Kalaichezhayan Jayabalan (Chennai) Mr. Sudevan Krishnan (Mumbai)

Loan amount of Euro 35 Billion in Trenches according to the development against certificate of repayment

Dear Sir,

1	Name of Company	Red Orion Investment Advisors Limited CIN: U74999MH2013PLC245654
2	Address of Company	Regd. Off. : 601, Kushwah Chamber, Marol Road, Andheri East, Mumbai- 400059, Maharashtra, India
3	Approved Project name	Integrated Township and Industrial belt project on 60,000 acres approx land at Vembur between Madurai-Tuticorin City, Tamil Nadu
4	Place of Project	Vembur between Madurai-Tuticorin City, State - Tamil Nadu, India
5	Project cost	Euro 35 Billion
6	Tenure	20 years
7	Period	10 years
8	Detail of Bank Guarantee	Sblc From Any of the top 25 International Banks
9	Bank	Bank Of India
10	Attending Officer	Mr. Relationship Manager
11	Current A/c Number	00052110000687
12	IFS / MIRC CODE	Mumbai Central, BKID0000005
13	Swift Code	BKIDINBBXXX

Regd Off: 611, 6th Flr., Hubtown Solaris, N.S. Phadke Road, Andheri East,
Mumbai – 400 069 (India)

Mobile: +91 9987321984 / +91 9831621279 / 022 68287016

Email: cmd@redoriongroups.com | nishitakatriar@gmail.com

Web: www.redoriongroups.com



RED ORION INVESTMENT ADVISORS LIMITED

CIN : U74999MH2013PLC245654

14	Bank Ph/Fx No.	+22 23098556, 23074474, 23097442
15	Branch Code	000005
16	Branch Address	Mumbai Central Branch, Mumbai, Maharashtra – 4000 07
17	Acct. Signatory.	Mrs. Nishita Katriar / Mr. Ojas Mohanlal Naik
18	Commitment Charges	As discussed
19	Procedure	To be discussed and provided to us.

We request you kindly issue as an offer letter along with proof of funds to enable us to take it to our Banker to accept the Fund

Note: After confirmation of your fund proof through R W A (Ready Willing & able) letter our company is ready to accept all your expense till finalization of loan process. A special bank officer will be nominated for receiving your R W A Letter to proceed. We are ready to accept the fund in Euro and return in Euro currency.

We expect your kind co- operation.

Thanking you in anticipation.

Yours Faithfully

For RED ORION INVESTMENT ADVISORS LIMITED

Nishita Katriar
Director, DIN: 01956285

Regd Off: 611, 6th Flr., Hubtown Solaris, N.S. Phadke Road, Andheri East,
Mumbai – 400 069 (India)

Mobile: +91 9987321984 / +91 9831621279 / 022 68287016

Email: cmd@redoriongroups.com | nishitakatriar@gmail.com

Web: www.redoriongroups.com





Vibrant Gujarat MoUs to touch ₹30L crore-mark

Corporates To Announce Big-Ticket Investments

Kapil Dave & Kalpesh Damor | TNN

Gandhinagar: As the countdown begins to Vibrant Gujarat Global Summit 2017, the state government may sign MoUs worth Rs 30 lakh crore, surpassing the investment pledged during the previous edition in 2015.

Already, 21,910 MoUs with investment promises of over Rs 25 lakh crore have been lined up. With a few more days to go, the figure will swell past Rs 30 lakh crore-mark.

As many as 21,304 MoUs worth Rs 25 lakh crore were signed in 2015. Carrying on the legacy of previous seven editions, corporate giants - domestic and multinationals - are ready to make big bang announcements during the biennial summit which will be inaugurated by PM Narendra

DELUGE OF INVESTMENTS

Company	Proposed investment
► DMC Infrastructure	75,000
► DCS Power Ltd	40,000
► Pacific Construction Group	37,500
► Adani Group	34,300
► Essar group	10,900

Company	Project	Investment
► Gujarat Cricket Association	World's largest cricket stadium at Motera	850
► Vibgyor Amusement	Amusement park	5,000
► Ritna and Balved Education	Amity University campus in Ahmedabad	1,000
► MRF Ltd	Automotive tyres	4,556
► RadComm Sytems	Radioactive detection system for containers at ports	100

Modi on January 10 at Mahatma Mandir in Gandhinagar.

Home grown biggies like Adani group, Torrent group, Zydus group, Sintex Ltd and Nirma Ltd as well as MRF Ltd, Essar group, Ultratech Cement, Reliance group, GHCL Ltd and NTPC Ltd among others will be announcing their big ticket investments in Gujarat.

MNCs such as Vodafone, China's Pacific Construction group and Sinoma Taishan Fibreglass Inc have also jumped on the MoU bandwagon.

As per the data obtained from reliable sources, billionaire Gautam Adani-controlled Adani group has revealed several investment intentions worth over Rs 34,000 crore for projects in renewable energy

port and edible oil. DCS Power Ltd has proposed Rs 40,000 crore for setting up 10,000 MW for canal top solar power projects on Narmada canal and sub-canaals. Other mega investments include Rs 75,000 crore by DMC Infrastructure and Rs 37,500 crore by China-based Pacific Construction group.

Despite demonetisation taking its toll on the micro, small and medium enterprises (MSME) business, this segment of the industry-like 2015 summit have come out with a maximum number of MoUs pegged at 16,634 followed by urban development (1,431 MoUs), animal husbandry fisheries and co-operation (422) and mineral based projects (396).

Critics have often dismissed the summit as a tamasha with very little MoUs realising in investments on the ground. The government on the other hand claims that out of total 51,738 MoUs (Rs 84.55 lakh crore) signed since the first summit in 2003, 65.86% projects have either been commissioned or are under implementation. The state, however, has not made data public. **P4**

MSMEs to sign 16k MoUs at VGGS 2017

VGGS MOUS

No. of MoUs signed in last VGGS and lined-up for upcoming summit		
Sectors	2015	2017
► MSMEs	17,081	16,634
► Urban Development	1,051	1,431
► Animal Husbandry, Fisheries, Co-op	298	422
► Mineral Based Projects	100	396
► Power, RE, oil & gas sector	353	395
► Rural Development	340	379
► Agro and Food Processing	228	328
Total	21,304	21,910

Kapil Dave & Kalpesh Damor | TNN

Gandhinagar: Notwithstanding the adverse impact of demonetization on their businesses, micro, small and medium enterprises (MSMEs) have come up with highest number of investment proposals to be signed at the Vibrant Gujarat Global Summit 2017, next week.

According to sources, MSMEs have lined up 16,634 memorandums of understanding (MoU) for the 8th edition of the biennial summit. With final tally slated to be announced at the valedictory session of the event on January 11, the number is expected to rise further.

The previous instalment of the summit in 2015 had also received overwhelming support from the MSME sector which signed 17,081 MoUs and proposed investments crossing Rs 1

lakh crore. Unlike large and mega projects, according to experts, the project implementation ratio of small industries is much better than bigger ones.

As many as 215 industrial units in Vatva have decided to ink MoUs worth Rs 1,000 crore during the summit. After the removal of moratorium on Vatva, Vapi and Ankleshwar, chemical companies operating in the area have embarked on an expansion drive. In addition to this, 250 units from Naroda industrial area in Ahmedabad will also be signing MoUs to the tune of Rs 700 crore.

After MSMEs, 1,431 proposals, the second-highest number, have come from the urban development sector. This is followed by animal husbandry fisheries and co-operation (422), mineral-based projects (396), rural development (379) and agro and food processing (328).



List of Investment Attention File – Vibrant Gujarat Investment Submit Gujarat – VG-2022

02.	Red Orion Investment and Advisory Limited	602 Kushwaha Chambers Makwana Road Andheri East Mumbai Maharashtra	Mr. Anand Kumar +91 9987321984 cmd@redorioninvestment.com	A Setting of World Class Logistic Park By Technology Transfer And FDI Investment	656487	2500.00 Cr.	Industrial Park and Logistic Park	Shri Rahul B. Gupta IAS Industries Commissioner comind@gujarat.gov.in	Shri. G.I Desai Jt. Commissioner of Industries (Infra) 079-23252654 9825386251 icjiinfra@gujarat.gov.in	Intention Application Successful Submitted Waiting for The Approval from Nodal Officer
	Red Orion Investment and Advisory Limited	602 Kushwaha Chambers Makwana Road Andheri East Mumbai Maharashtra	Mr. Anand Kumar +91 9987321984 cmd@redorioninvestment.com	A Setting Of World Class Industrial Park By Technology Transfer And FDI Investment	656488	2500.00 Cr.	Industrial Park and Logistic Park	Shri Rahul B. Gupta IAS Industries Commissioner comind@gujarat.gov.in	Shri. G.I Desai Jt. Commissioner Of Industries (Infra) 079-23252654 9825386251 icjiinfra@gujarat.gov.in	Intention Application Successful Submitted Waiting for The Approval from Nodal Officer

Self Sustaining Township

Transforming Spaces Transforming Lives

Proposal For Red Orion Investment and Advisors Limited

Directors

Mrs. NISHITA KATRIAR

Mrs. VIBHA ATUL PARAB

Mr. MAYUR ASHOK BHOLE

Website: www.redoriongroup.com

Presented on : 09th February 2021

TECHNOLOGY

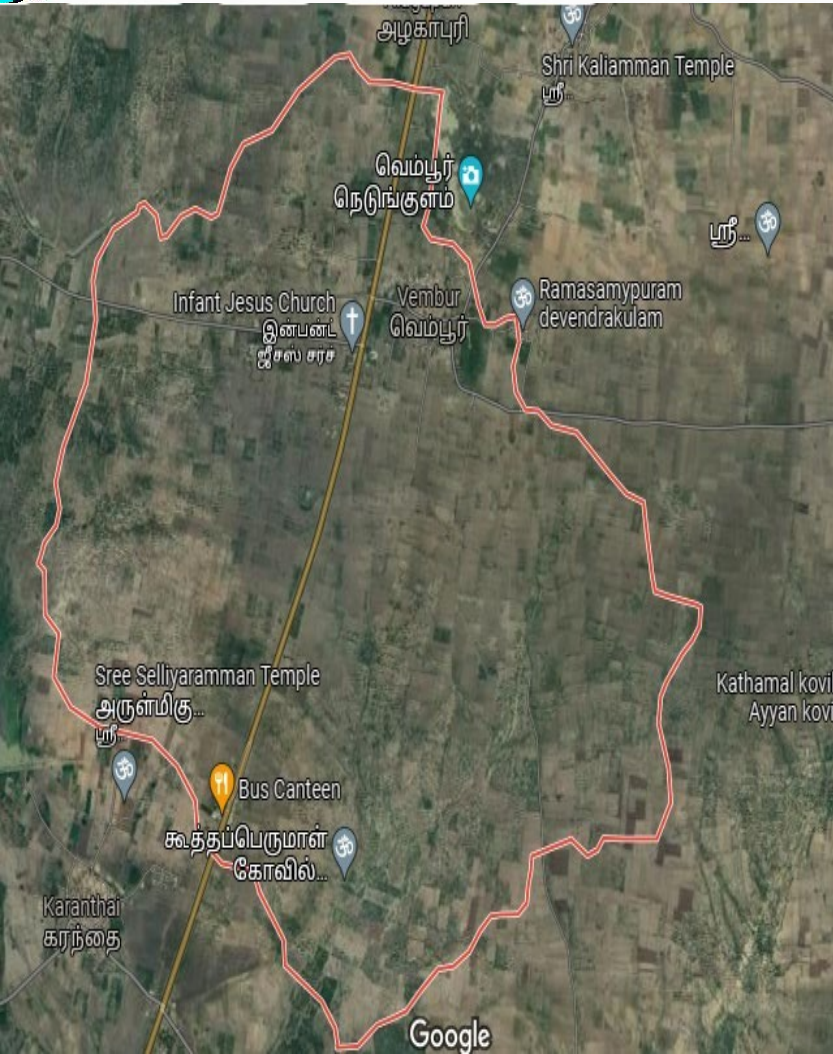
DESIGN

SUSTAINABILITY

Site Location

VEMBUR, TUTICORIN – MADURAI CITY

SITE OBSERVATIONS



Site Location

- **Location : Vembur**
- **City : Madurai-Tuticorin City**
- **State : Tamilnadu**
- **Country : India**
- **Site Adjacent To Madurai-Tuticorin City**
- **Nearest Railway And Bus Station:Vembur**
- **Nearest Air Port: Madurai –Tuticorin City International Airport**

LOCATION

ABOUT MADURAI & TUTICORIN CITY OF TAMIL NADU



Madurai is a suburb of Tamilnadu. India's largest abattoir is located in Madurai It also has institutes like the Tata Institute of Social Sciences (TISS) and International Institute for Population Sciences here. The other landmark here is the BSNL Telecom Factory. It also houses the premium residential complex Raheja Acropolis and some beautiful green bungalow societies like Saras Baug, Uday Giri, Vikram Jyoti, Datta Guru, Deonar Baug, Pawtwardhan Colony etc. There are several colonial bungalows like Raj Kapoor's Devnar Cottage.

Thoothukudi, also known as Tuticorin, is a port city and a municipal corporation and an industrial city in Thoothukudi district of Tamil Nadu. The city lies in the Coromandel Coast of Bay of Bengal.

The main public modes of transport are autorickshaws, taxi and BEST bus. madurai has a BEST bus depot. The closest railway station is Govandi Railway Station to Deonar, and it is situated near areas like Chembur, connected via P.L. Lokhande Marg, and Vashi.

WHY VEMBUR, TUTICORIN CITY, TAMIL NADU



CHENNAI KANYAKUMARI INDUSTRIAL CORRIDOR:

The Chennai Kanyakumari Industrial Corridor (CKIC) is being implemented in partnership with the Asian Development Bank (ADB) as the second phase of the East Coast Economic Corridor to promote port-based economic development.

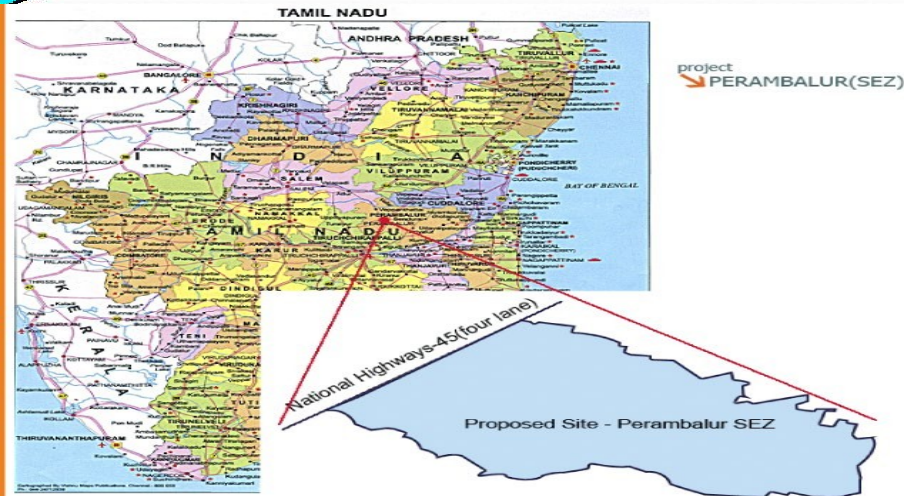
This Corridor covers 23 districts of Tamil Nadu, covering the district of Madurai and Tuticorin City. The CKIC project will focus on increasing the share of manufacturing, promoting balanced regional growth and development of the southern districts.

Six industrial nodes viz., Madurai–Dindigul-Virudhunagar-Theni, Thoothukudi-Tirunelveli, Ramanathapuram, Cuddalore-Nagapattinam, Tiruchirappalli-Pudukottai-Sivagangai and Ariyalur-Perambalur have been identified for CKIC with two nodes Madurai–Dindigul-Virudhunagar-Theni and Thoothukudi-Tirunelveli being prioritized for Phase-I development.

Apart from these, Asian Development Bank has sanctioned financial assistance for the projects viz., (i) Improvement of fifteen State Highways at an estimated project cost of Rs.6448.24 crore and (ii) Establishing 765 KV substation in Virudhunagar and 400 KV substation in Ottapidaram with their associated lines in Thoothukudi District at an estimated project cost of Rs.4987 crore.

WHY VEMBUR, TUTICORIN CITY, TAMIL NADU

An Integrated Township Project at Vembur , Tuticorin-Madurai City



project
PERAMBALUR(SEZ)

Connecting well with all the commutation hubs, the project lies exactly:

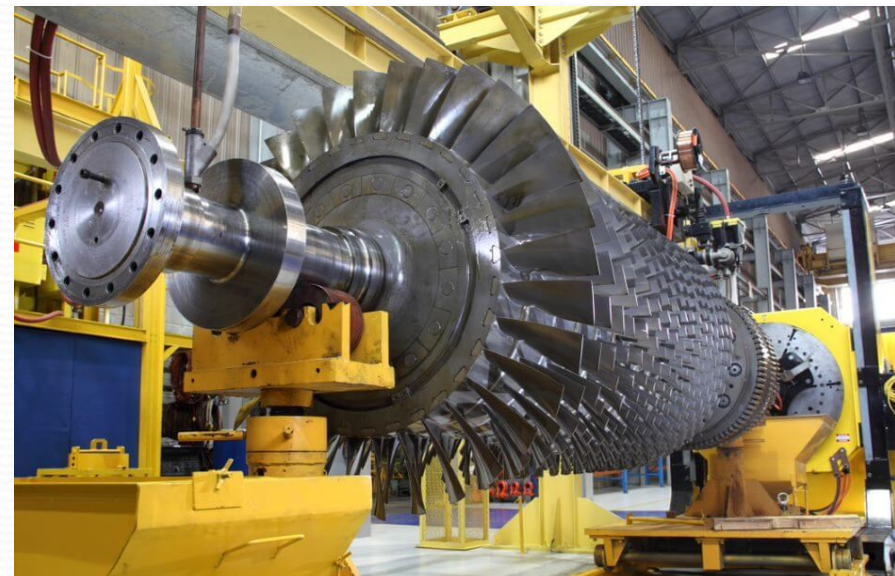
- 220 km from Chennai airport
- 70 km from Trichy airport
- 130 km from Cuddalore seaport
- 21 km from Vembur

Being a successful Joint venture of TIDCO and GVK Power and Infrastructure Ltd (GVPIIL) this SEZ can hold an employability rate of 50000 people and have already received formal approval from the Department of Commerce.

HEAVY ENGINEERING HUB

TIDCO has proposed to establish a Heavy Engineering Components Manufacturing Hub in an area of about 700 acres in the Ponneri Taluk of Tiruvallur District to accommodate shipbuilding support units, electrical and other engineering industries including auto component industries.

The project is proposed to be developed in two phases. The first phase will be developed in 400 acres of grazing ground poramboke land and the second phase will be developed in the remaining land. Land alienation processes are underway.



WHY VEMBUR, TUTICORIN CITY, TAMIL NADU

An Integrated Township Project at Vembur , Tuticorin-Madurai City

VEMBUR, TUTICORIN –MADURAI CITY ATTRACTIONS

ATTRACTIONS IN MADURAI

- √ Madurai Meenakshi Amman Temple
- √ Thirumalai Nayakar Mahal
- √ Gandhi Memorial Museum
- √ Vaigai Dam

ATTRACTIONS IN TUTICORIN

- √ City lies in the Coromondal Coast of Bay of Bengal Also, known as the Emerging Energy and Industrial hub of South India
- √ Kalakkad Wildlife Sanctuary
- √ Tuticorin Port
- √ Our Lady of Snows Basilica
- √ Thoothukudi Fishing Harbour
- √ Gulf of Mannar Marine National Park

Why Township ?

Why Township ?

TECHNOLOGY

DESIGN

SUSTAINABILITY

What is Township..?

Integrated townships are clusters of housing and commercial businesses with infrastructure backbone of power, roads, water, drainage and sewage – “a virtual living and breathing city.”

With urban areas getting more crowded and falling increasingly short on future development potential, integrated townships are identified as a potential solution.



WHAT IS TOWNSHIP.....?????

Why MIGRATION....?

Planned Eco-City

All levels of education, many different places for shopping, a huge variety of job opportunities, a large variety of entertainment



WHAT IS TOWNSHIP.....?????

Why Planned Development ?



Attractions :

Residential and Commercial properties create demand for each other.

Availability of essential infrastructure as well as lifestyle amenities.

Better scope for rise in value than stand alone properties.

Buyers get properties at affordable prices.

ADVANTAGE OF TOWNSHIP.....?????

PRECEDENTS

PRECEDENTS?

TECHNOLOGY

DESIGN

SUSTAINABILITY



Golf City
Vembur, Madurai-Tuticorin

Project Details:

Vembur, Madurai-Tuticorin City

- Total Area of Project: 59,170 acres & 19 Gunthas
- Percentage of Open Space: More than 50%.
- Commercial Complex: No
- Type of Residence :
 - 1BHK, 3BHK, 4BHK, 4.5BHK, Villas
- Amenities :
 - o Club House
 - o Multipurpose Hall
 - o Kids Play Area
 - o Swimming Pool
 - o Gym
 - o Golf course
 - o Power Backup
 - o Water Plant
 - o Rain Water Harvesting
 - o Laundromat
 - o Property Staff
 - o Landscape Garden
 - o Security Intercom

PRECEDENTS



Residential Cluster

- Pebbles – 1 & 2 BHK smart apartments
- The Highlands – 2 & 3 BHK Premium apartments
- Everglades – Proposed High – end, high rise apartments
- Serene – Proposed Independent bungalows
- The Crest – Independent bungalows
- The Ridge – Limited Edition high-end bungalows
- Meadows – independent bungalows overlooking eastern valley
- Crescent – Independent bungalows
- Cascade – Independent and twin bungalows, and Row houses

Organised Activity

- The Arena – A huge area, right at the tip of Forest Trails, dedicated to outdoor and adventure activities.
- The Cove – A Robinson Crusoe – themed leisure area
- Stallion – The equestrian training and horse riding centre
- The Cliff – 40000 Sq.Ft. Large clubhouse complex



Vembur abutted on NH
from Madurai-Tuticorin
City

Residential Cluster

- 1 BHK , 2 BHK OPTIMA , 2 BHK ULTIMA , 3 BHK oPii/w
- 3 BHK ULTIMA

Organised Activity

- Business — Business Centres, IT Parks
- Education — Schools, Colleges, University
- Leisure — Cultural Centre, Water Fronts, Shopping and Dining
- Open Spaces — 100 acres central porx, 3.5 — Km riverfront promenades, etc
- Sports — Olympic standards sports complex, Golf course, Football ground, etc
- Connectivity — Beclric buses, Interci buses, etc.
- Community — Shopping Matts, Informal Landscapes, Cinema halls, etc
- Healthcare — Multispecioly Hospitals, Pharmaci es.....



PRECEDENTS



Project Details:

- Total Area of Project: 400 acres
- Residential: includes all the residential neighborhoods.
- Commercial: includes the shopping complex Destination Center and Mega Center.
- Cyber city: includes towers 1 to 12 and the new SEZ towers.
- Amenities :
Gym Swimming Pool, Yoga and Meditation centre, Golf Clubs, Aqua Sports complex, Restaurants
- Education & Health Care Facilities
- Eco-friendly Practices



PRECEDENTS

Special Township

Special Township

TECHNOLOGY

DESIGN

SUSTAINABILITY

Special Township Act, Govt. of India.

The Government of India has announced its policy to permit 100% foreign direct investment (FDI) for the development of integrated townships. In order to encourage private investment in the housing sector and to facilitate housing at affordable prices, the following incentives will be available for projects under the Special Township Area:

- Non-agriculture permission will be automatic.
- Exemption from Urban Land (Ceiling and Regulation) Act, 1976.
- Government land falling under township area shall be leased out to the developer at the current market rate.
- Relaxation from Mumbai Tenancy and Agriculture Land Act: The condition that only agriculturist will be eligible to buy agriculture land shall not be applicable in Special Township Areas.
- There shall be no ceiling limit for holding agriculture land to be purchased by the owner/developer for such project.
- There will be floating FSI in the township. Unused FSI of one plot can be used anywhere in the whole township.
- The stamp duty rates applicable in the Special Township area shall be 50% of prevailing rates.
- A Special Township Project shall be partially exempted from payment of scrutiny fee for processing the development proposal.
- 50% concession in payment of development charge.
- Development of basic infrastructure and amenities.
- Special benefits / concessions in respect of Star Category Hotels, Hospitals and Multiplexes / Property Tax shall be provided.

SPECIAL TOWNSHIP

PLANNING CONSIDERATIONS:

The Township project has to be an integrated township project. The project should necessarily provide land for following users.

- a) Residential
- b) Commercial
- c) Educational
- d) Amenity Spaces
- e) Health Facilities
- f) Parks, Gardens & Play Grounds
- g) Public Utilities.

General Requirement for Special Township:

1. Any suitable area having sufficiently wide means of access (not less than 18 mt wide) can be identified for the purpose of development as "Special Township".
2. The area notified under the Special Township shall be one continuous unbroken and uninterrupted and in any case shall not be less than 40 Ha (100 acres) at one place, which shall not include the area under notified forest, water bodies like river, creek canal, reservoir, Tribal lands, etc.
3. Residential : The residential area should be well defined in clusters or neighborhoods or in plotted development with proper road grid. Out of the total floor area proposed to be utilized which is permissible as proportionate to zoning of area under such township at least 60% of the area may be used for purely residential development and further out of the total floor area proposed to be utilized for residential development, 10% of the same shall be built for residential tenements having built up area up to 40 sq.mt.

SPECIAL TOWNSHIP

General Requirement for Special Township:

4. Educational: Comprehensive educational system providing education from primary to secondary should be provided as per the requirement. The area allocation should be on projected population base and as far as possible the educational complex should not be concentrated at one place. All such complexes should have area adequate allocation for playground. Minimum area required for educational purpose shall be as per prevailing planning standards.
5. Amenity Spaces : The area allocation for amenity space providing for amenities like market, essential shopping area, recreation centers, town hall, library etc; should not be less than 5% of gross area and should be evenly placed.
6. Health Facilities: Adequate area allocation for health facilities for primary health should be provided for. Minimum area required for health facilities shall be as per prevailing planning standards.
7. Parks, Gardens and Play Grounds: The township shall also provide at least 20% of the total area as Parks/Gardens/Play grounds. This should be exclusive of the statutory open spaces to be kept in smaller layout and should be distributed in all residential clusters. This 20% area should be developed by the developer for such purposes and kept open to all general public.
8. Public Utilities: Appropriate area allocation should be provided for (a) Power receiving station/sub-station, (b) water supply system, (c) sewerage and garbage disposal system, (d) police station, (e) public parking, (f) cemetery/cremation ground, (g) bus station, fire brigade station and other public utilities as per requirements.
9. Transport and Communication : The entire area of township shall be well knitted with proper road pattern, taking into consideration the linkages with existing roads within the township and outside area as well. All such roads shall be developed by the developer as per standard and road widths shall be as given below:

SPECIAL TOWNSHIP

Project Components

Project Components

TECHNOLOGY

DESIGN

SUSTAINABILITY



Project Components

Integrated, self sufficient township for more than 15000 household in a planned manner.

Residential :

- Housing for all income category.
- Bungalow to EWS Housing (HIG , MIG & LIG)

Commercial :

- Market, offices, shopping center, hotel and restaurant.

Social Infrastructure :

- Education, Multiplex, open theater health facilities and other public utility

Recreation :

- Leisure and entertainment facility, parks/ gardens / open spaces, landscape area.

Support Infrastructure :

- Efficient transport system, road network, quality water supply , sewerage and drainage facility, security etc.

PROJECT COMPONENTS



Energy Efficient Building - Green Architecture

- Encourage use of green architecture in building design for important building.

Eco Friendly Transport System

- Central green space and continuous green belt along major transport corridor (cycle track and jogging track)
- Encourage pedestrian movement
- eco friendly public transport

Zero Waste Disposal

- Sustainable treatment of solid wastes
- Use of recycled water for gardening (non - potable water)

Community Based Neighborhood Planning

- Social amenities and public place within walking distance.

PROJECT COMPONENTS



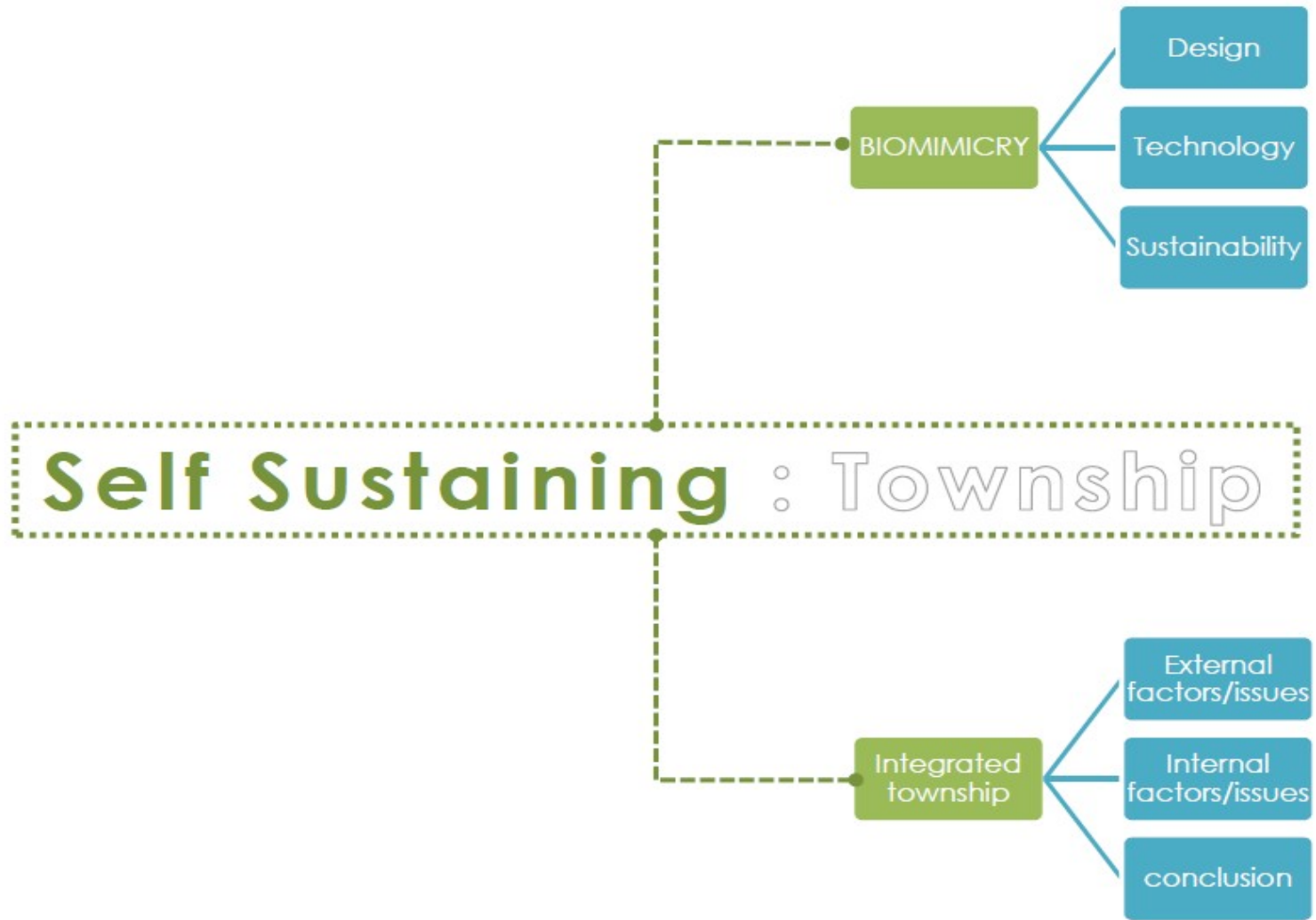
Concept

Concept

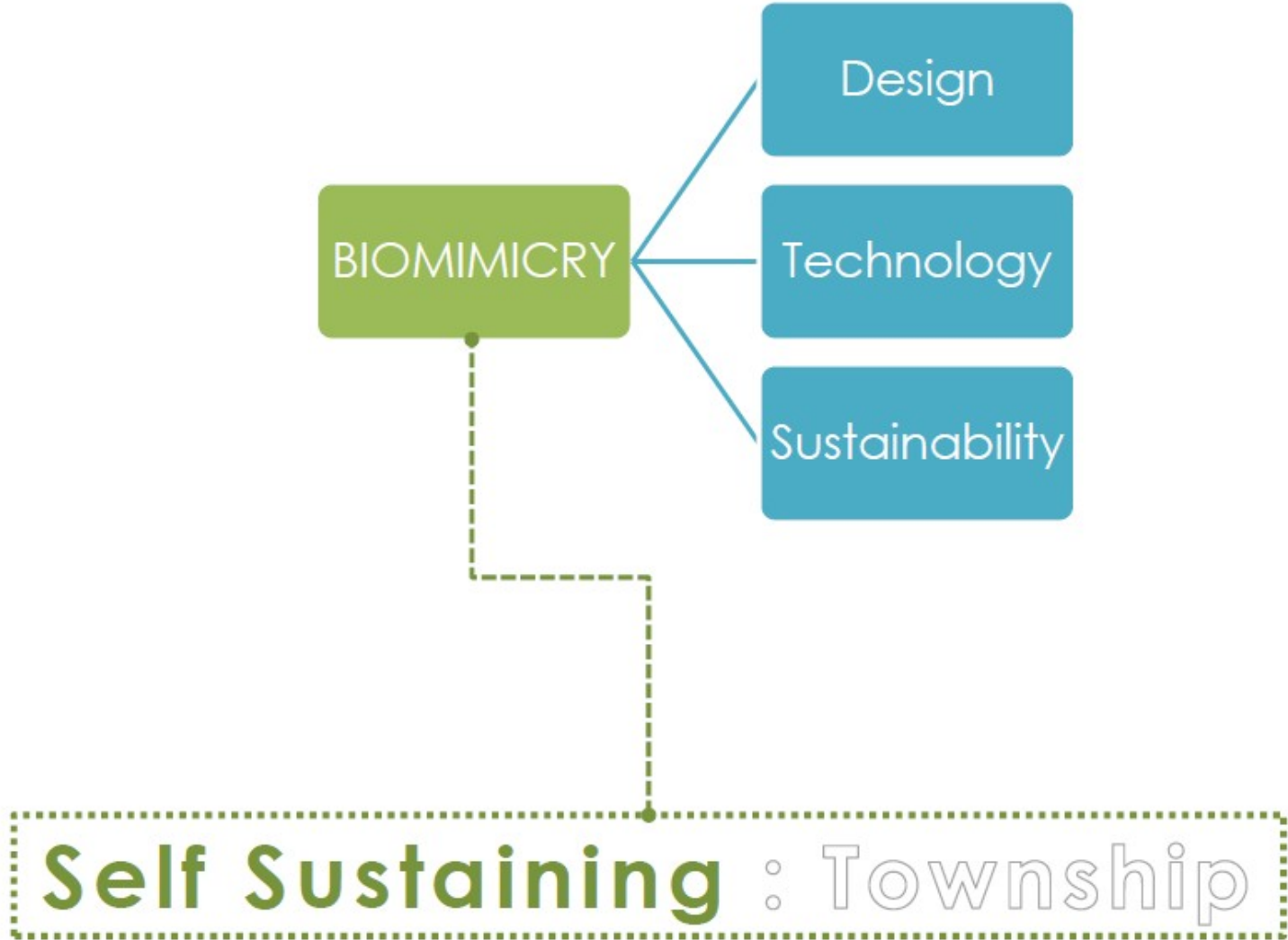
TECHNOLOGY

DESIGN

SUSTAINABILITY



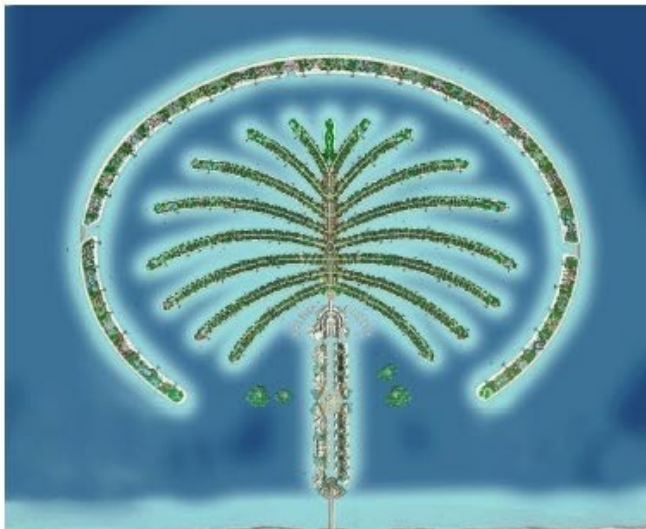
CONCEPT



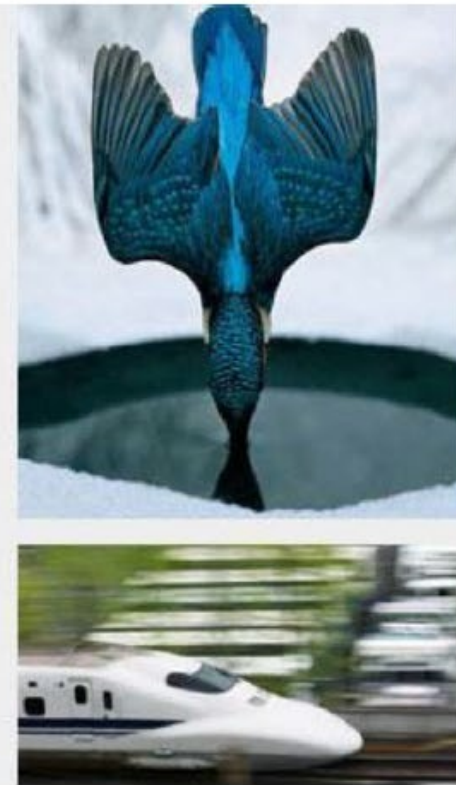
What is BIOMIMICRY?

Bio-mimicry is the science of **taking inspiration from nature, its models, systems, processes and elements to solve design problems sustainably.**

Nature provides us with unending inspiration including photosynthesis, natural selection, self-sustaining ecosystems, and evolution. Bio-mimicry is the art of consciously recapitulating the genius of 3.8 billion years of trial and error to improve everything we design.



CONCEPT



When the West Japan Railway Company had a noise problem with one of their train, the fastest one in the world, the train's chief engineer and a bird-watcher decided to look in to Nature for solution. In the end he decided to **design the front of the train after the kingfishers**, a bird which dives from the air into water with very little splash. As a result, the train got quieter and uses 15% less electricity even while the train travels 10% faster

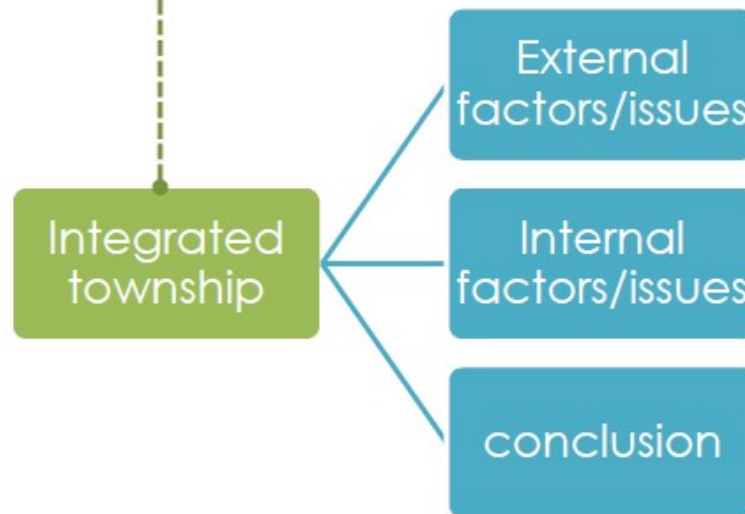
TRANSPORTATION : LEARNING FROM KINGFISHERS



When the Eastgate building in Zimbabwe was created the goal was to reduce energy usage as to be sustainable. In Zimbabwe, where the temperature outside can vary from 3 °C up to 43 °C the air condition plays a significant role. **To obtain this goal, Mick Pearce the architect, looked at termites and how they are able to keep the temperature in their nest within one degree. His solution was to have specially designed hooded windows, variable thickness walls and light colored paints as a part of a passive-cooling structure to reduce heat absorption. By doing so Eastgate uses 90% less energy for ventilation than conventional building its size**

ARCHITECTURE: TERMITES -HOW TO CREATE SUSTAINABLE BUILDINGS

Self Sustaining : Township



CONCEPT



TOWNSHIP PLANNING

- Criteria
- Township Planning Norms
- Development procedure



FINANCING INTEGRATED TOWNSHIP

- Domestic Financing options
- Foreign Financing options



LEGAL ISSUES /POLICIES

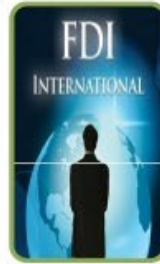
- General norms
- Policies for IT
- Development Concessions
- Development Control Regulations



GOVERNMENT ROLE



ENVIRONMENTAL ISSUES



FOREIGN DIRECT INVESTMENTS

- Eligibility Criteria for investment
- FDI policy
- Procedure for government approval
- Conditions for IT Development



INFRASTRUCTURE ASPECT



CHALLENGES

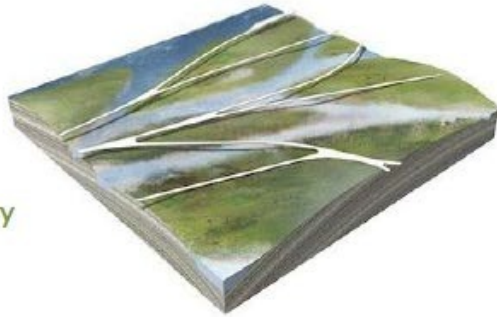
- Municipal compliance
- Legal compliance
- Financial risk



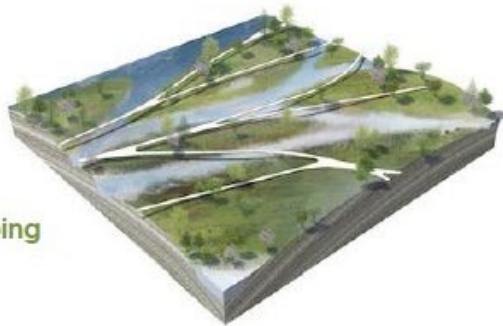
LAND ACQUISITION

- Procedure for Land Acquisition
- Determination of Market Value of land

Recovery



Developing



Mature



Let It Grow

Plant Community Developing Phases



Stage 1

0 – 5 years

Environment starts to recover from constructional activities. Moss and other herbaceous plants start to grow.



Stage 2

5 – 15 years

Environment is left undisturbed. In this period natural systems are healthy and work harmoniously.



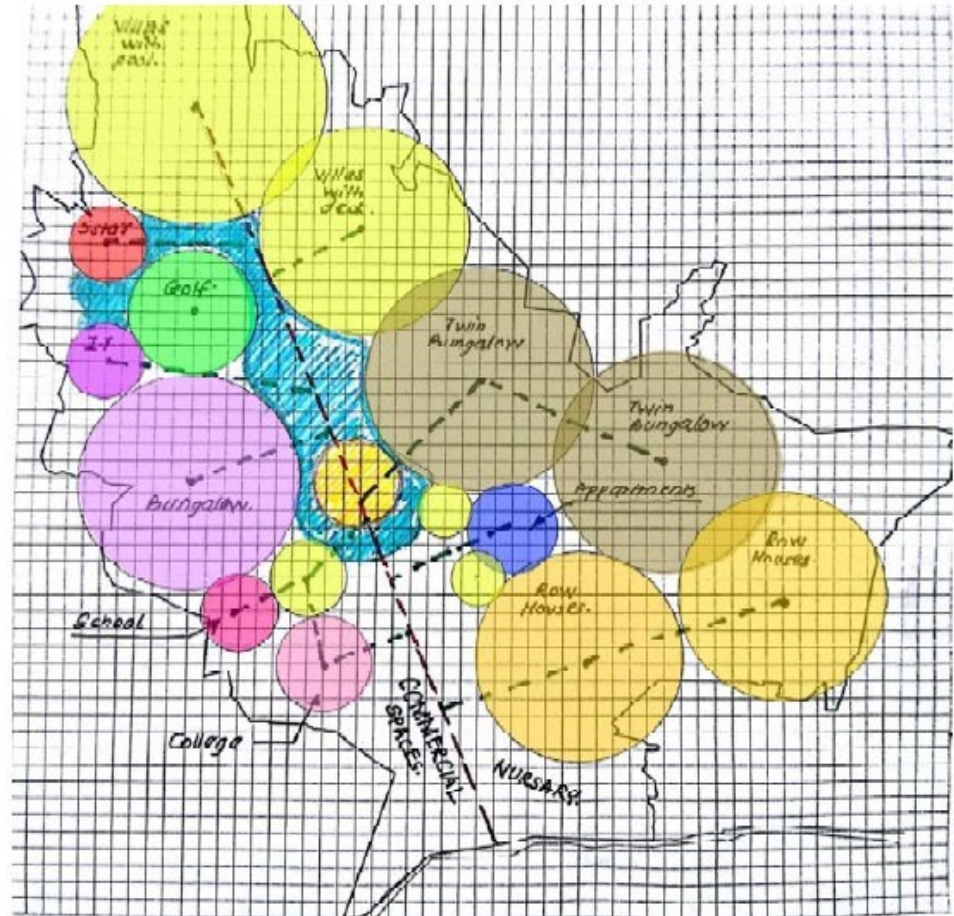
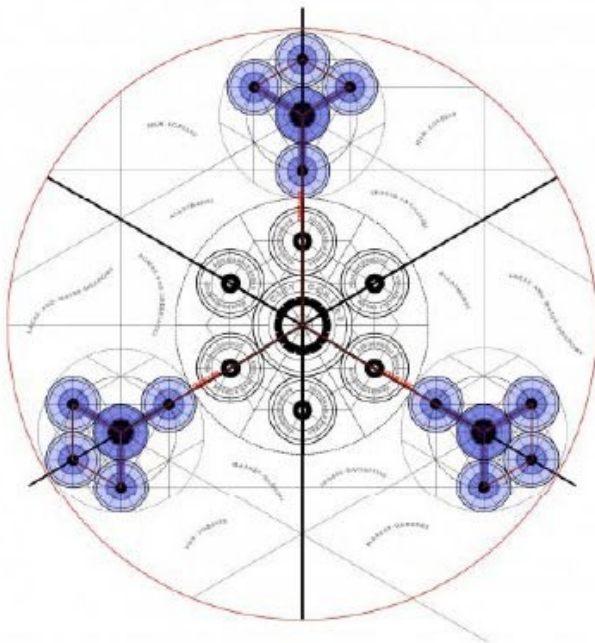
Stage 3

15 – 30 years

The ecological system reaches mature stage. The landscape begins to incorporate human activities through cultivation and modification of the land for survival.

CONCEPT

A molecule is an electrically neutral group of two or more atoms held together by chemical bonds. Similarly all the clusters of our township would be connected together by the road network forming a holistic development.



CONCEPT

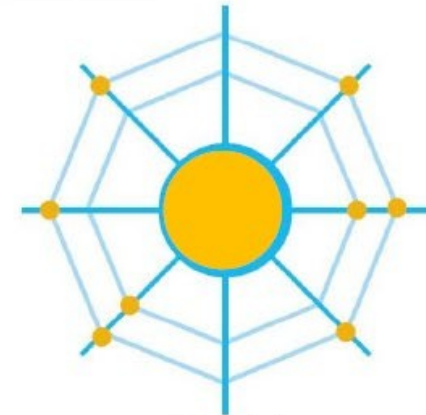
Radial pattern

Radial city is a fusion of social and architectural principles, the visible and invisible architecture.

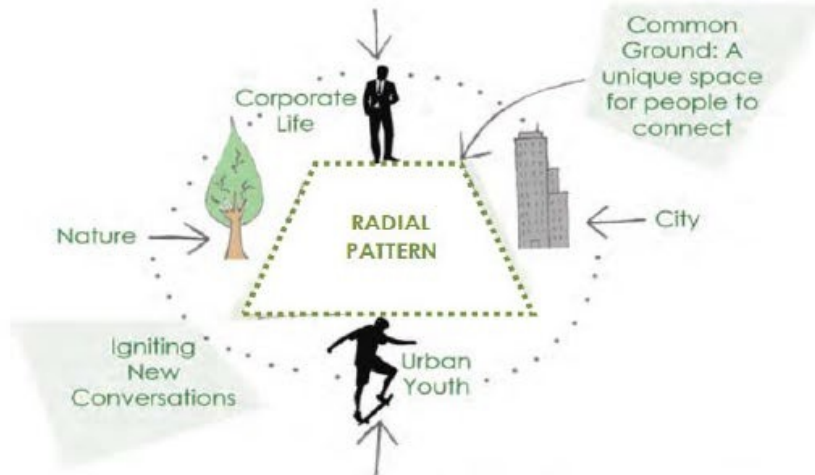
The proposed plans for radial city reveal a **multi dimensional approach to urban organization**. The city is seen to be in a state of constant flux, composed of shifting layers that revolve around a central axis; a centrifugal structure that evokes kaleidoscopic memories of high speed transit through zones of fluid space. **Time is remedial in radial city**, and can not be separated from our experience of fractured space.



Radial



Connected



Providing a strong connected network can help distribute traffic, reduce travel distances and times, improve routing for transit. And also permits maximum amount of light to enter.



SPIDER WEB – APPLICATION IN CONNECTIVITY

CONCEPT



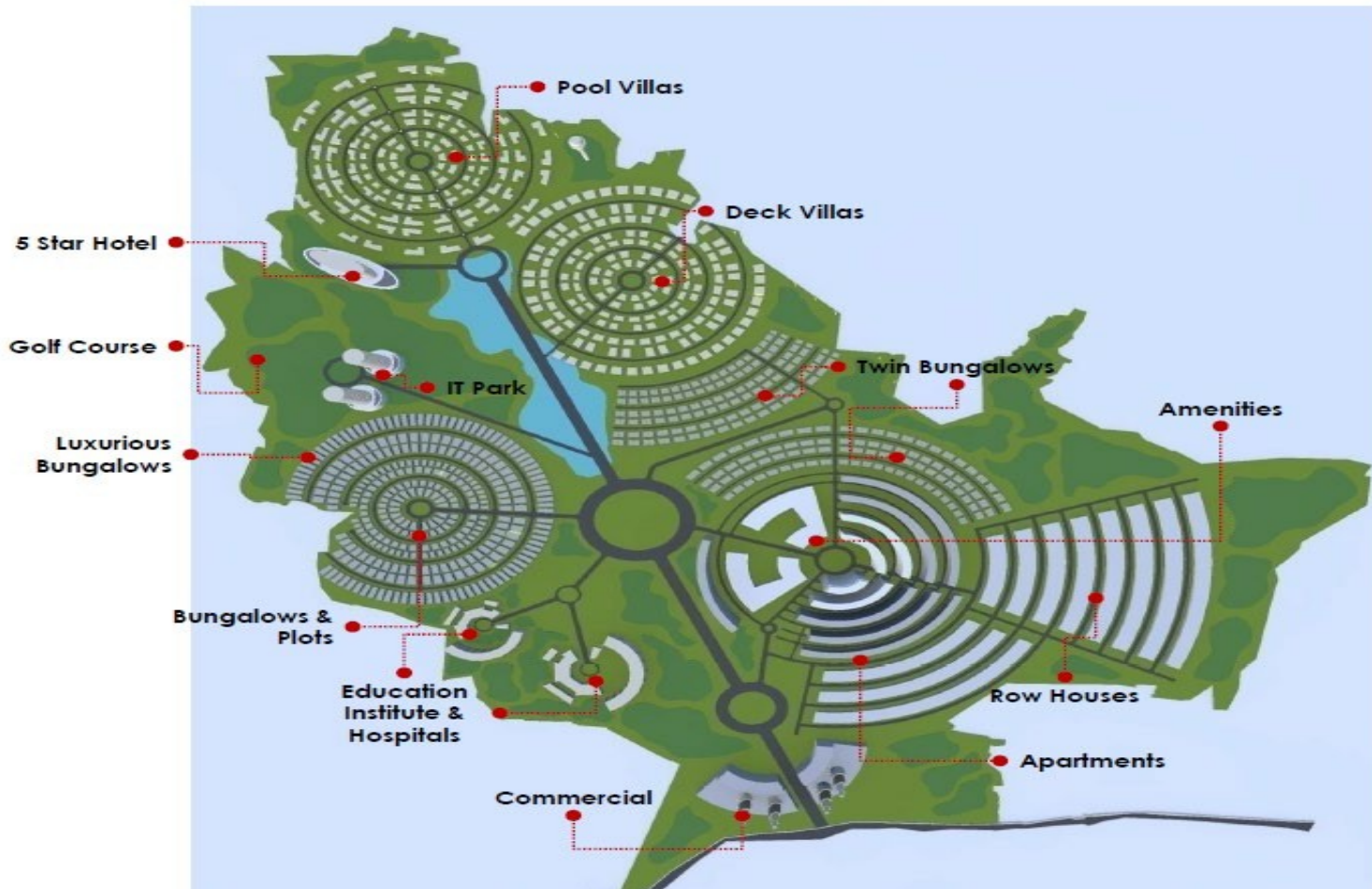
SCHEMATIC DESIGN

SCHEMATIC DESIGN

TECHNOLOGY

DESIGN

SUSTAINABILITY



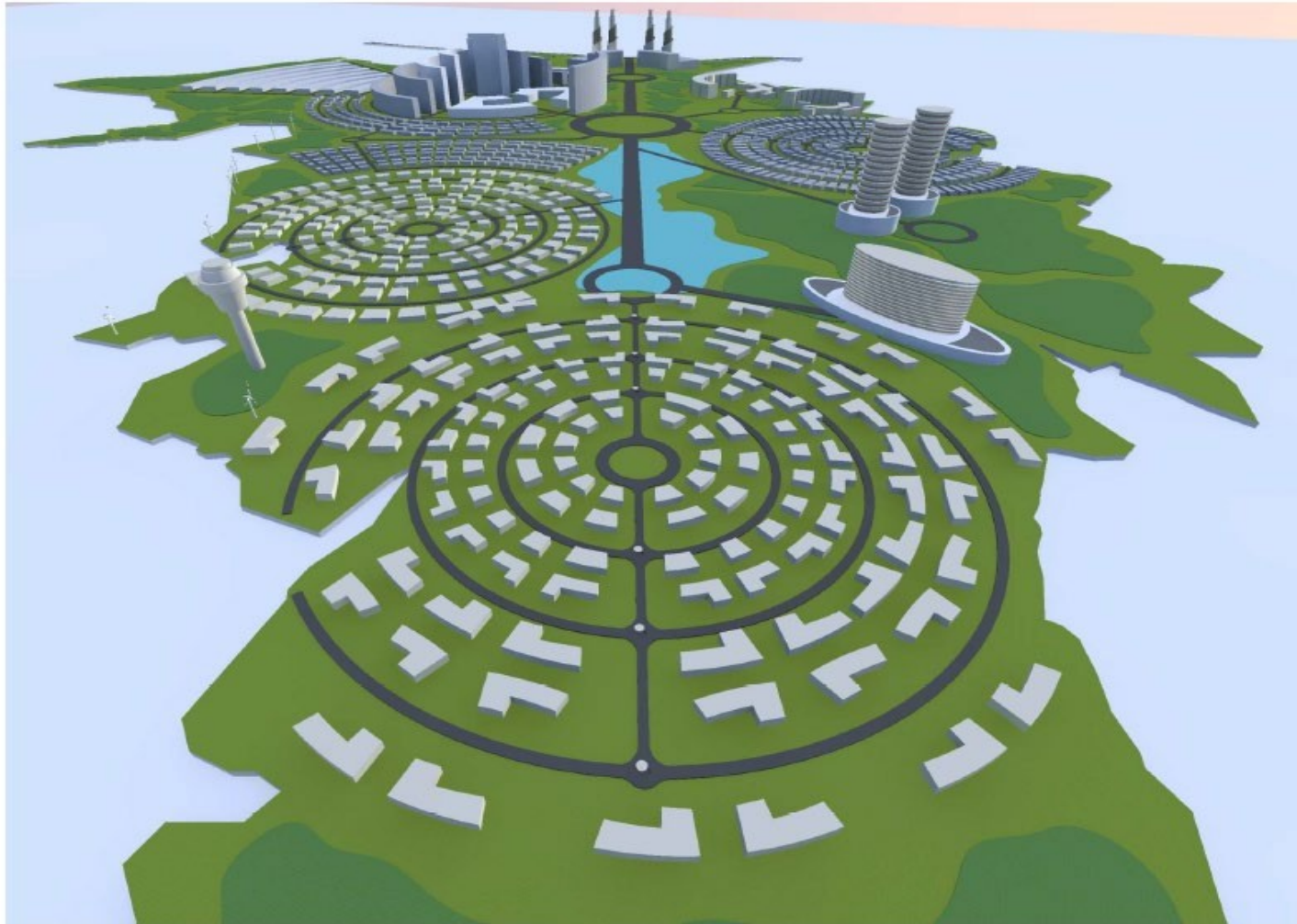
CONCEPT DESIGN – MASTER SCHEMATIC PLAN

An Integrated Township Project at Vembur , Tuticorin-Madurai City



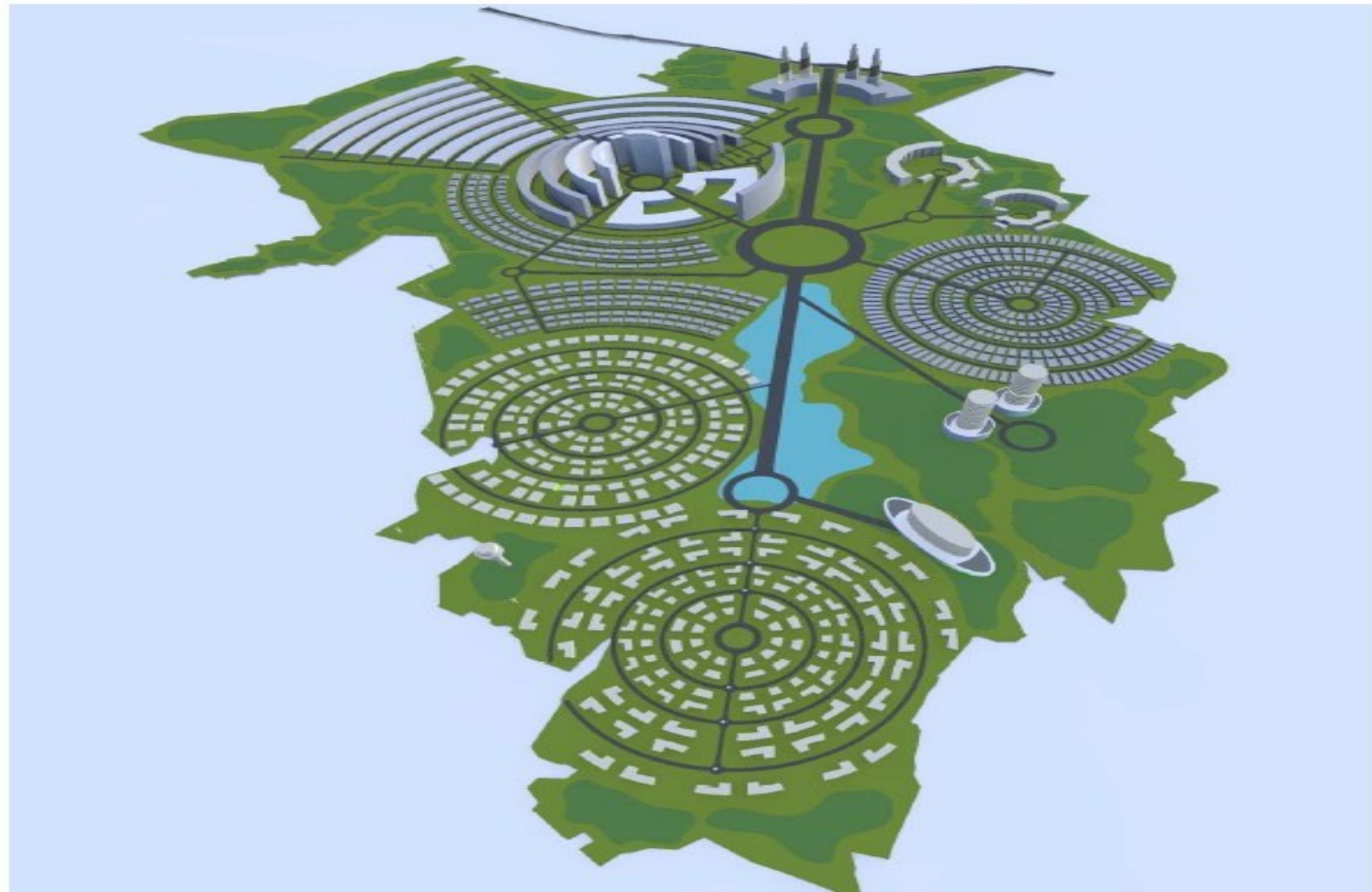
CONCEPT DESIGN – SCHEMATIC VIEW

An Integrated Township Project at Vembur , Tuticorin-Madurai City



CONCEPT DESIGN – SCHEMATIC VIEW

An Integrated Township Project at Vembur , Tuticorin-Madurai City



CONCEPT DESIGN – SCHEMATIC VIEW

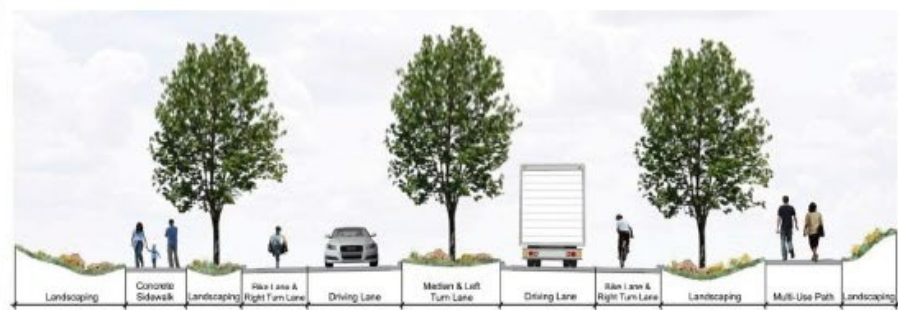
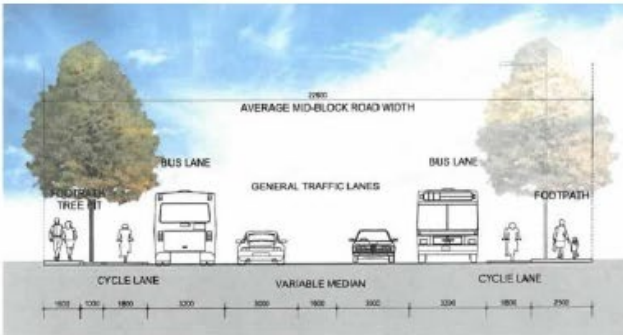


PROJECT COMPONENTS

An Integrated Township Project at Vembur , Tuticorin-Madurai City



PROJECT COMPONENTS – AMENITIES



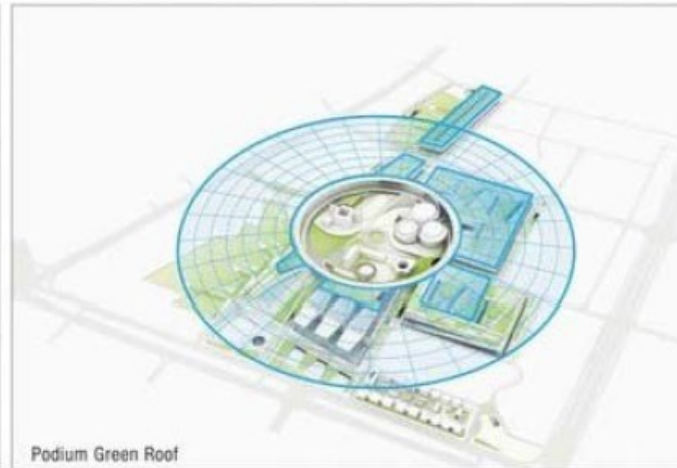
PROJECT COMPONENTS – ROADWAYS



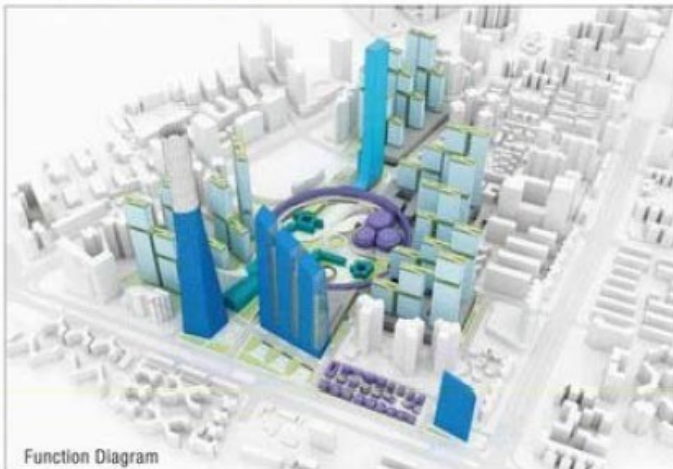
PROJECT COMPONENTS – LANDSCAPE FEATURERES



Ground Level Pedestrian Network



Podium Green Roof



Function Diagram



Green Roof and Sky Gardens

TOWNSHIP FEATURES



TOWNSHIP FEATURES



TOWNSHIP FEATURES



LANDSCAPE DEVELOPMENT

An Integrated Township Project at Vembur , Tuticorin-Madurai City



PROJECT COMPONENTS – SUSTAINABLE

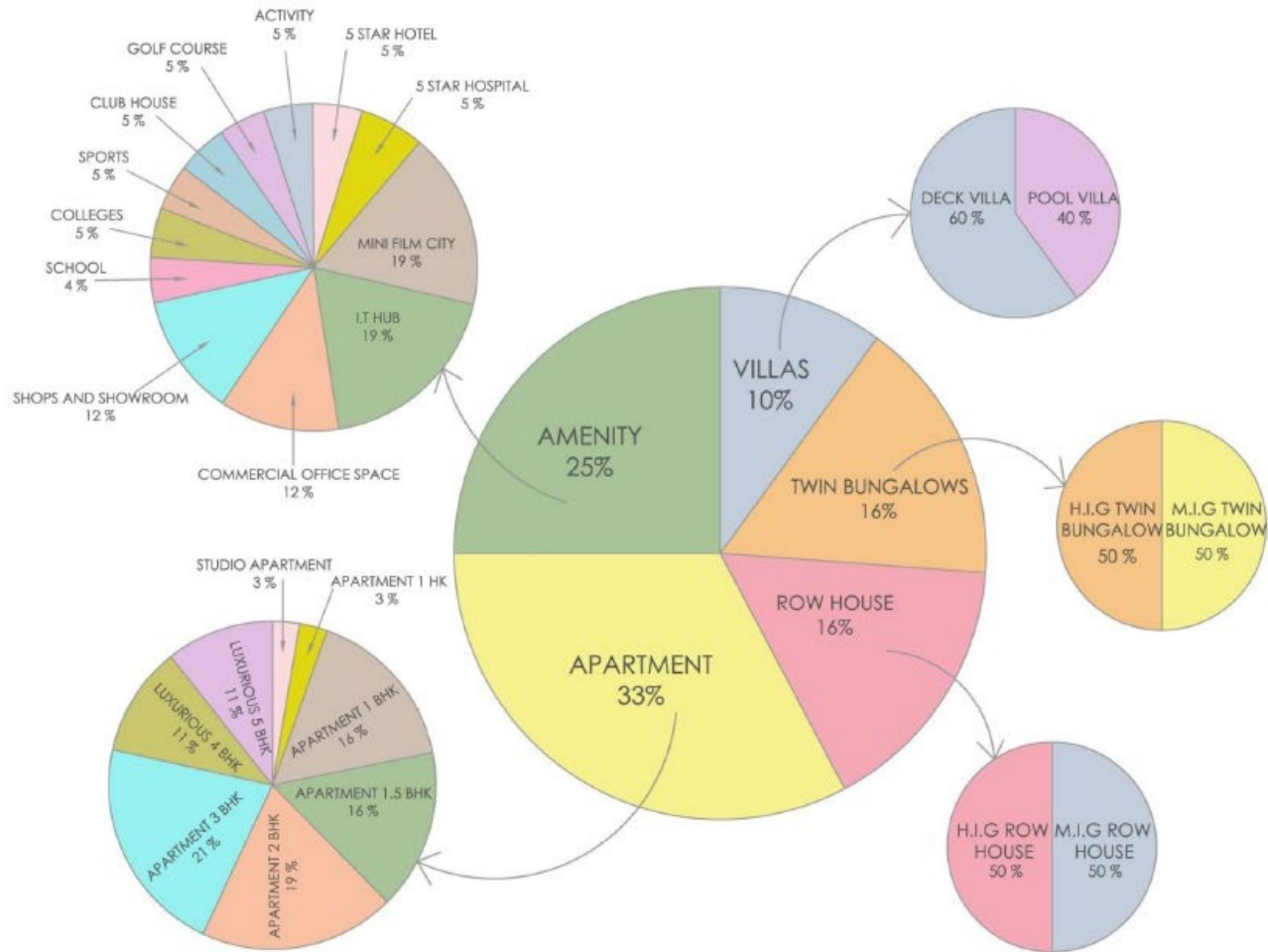
An Integrated Township Project at Vembur , Tuticorin-Madurai City



**PROJECT ECONOMIC
ANALYSIS**

TECHNOLOGY DESIGN SUSTAINABILITY

An Integrated Township Project at Vembur , Tuticorin-Madurai City



PROJECT COMPONENTS – BASED ON SALEABLE AREAS



Type	Saleable Area	No. of units	Construction Cost	Rate
Pool Villas	8000 sq ft	252	2500/ sq ft.	Rs. 10000/ sq ft
Deck Villas	4500 sq ft.	672	2000/ sq ft.	Rs. 8500/ sq ft

Villas

10% of total saleable areas.

Total saleable area for Villas = 50,40,000 sq.ft.

Total Revenue : Rs. 4,586,40,00,000/-

Construction Cost : Rs. 1,108,80,00,000/-

Profit : Rs. 3,477,60,00,000/-

(Three thousand four hundred seventy seven crore sixty lakhs only)

PROJECT COMPONENTS - VILLAS



Row Houses

16% of total saleable areas.

Type	Saleable Area	No. of units	Construction Cost	Rate
High Segment	2500 sq ft	1612	1800/ sq ft.	Rs. 6500/ sq ft
Mid segment	2000 sq ft.	2016	1800/ sq ft.	Rs. 6000/ sq ft

Total saleable area for Row House = 80,64,000 sq.ft.

Rate: Rs. 6500/sq.ft. and Rs. 6000/sq.ft.

Total Revenue : Rs. 5,040,00,00,000/-

Construction Cost : Rs. 1,451,52,00,000/-

Profit : Rs. 3,588,48,00,000 /-

(Three thousand five hundred eighty eight crore forty eight lakhs only)

PROJECT COMPONENTS – ROW HOUSES

An Integrated Township Project at Vembur , Tuticorin-Madurai City



Type	Saleable Area	No. of units	Construction Cost	Rate
High Segment	3500 sq ft	1152	2000/ sq ft.	Rs. 7500/ sq ft
Mid segment	3000 sq ft.	1344	1800/ sq ft.	Rs. 7000/ sq ft

Twin Bungalows

16% of total saleable areas.

Total saleable area for Twin Bungalows = 80,64,000 sq.ft.

Total Revenue : Rs. 5,846,40,00,000/-

Construction Cost : Rs. 1,532,16,00,000/-

Profit : Rs. 4,314,24,00,000 /-

(Four thousand three hundred fourteen crore twenty four lakhs only)

PROJECT COMPONENTS – TWIN BUNGALOW

An Integrated Township Project at Vembur , Tuticorin-Madurai City



Apartment

37% of total saleable areas

Total saleable area for Apartment = 1,86,48,000 sq.ft.

Total Revenue : Rs. 9,198,00,00,000/-

Construction Cost : Rs. 3,638,88,00,000/-

Profit : Rs. 5,559,12,00,000 /-

(Five thousand five hundred fifty nine crore twelve lakhs only)

Type	Saleable Area	No. of units	Construction Cost	Rate
Studio Apartment	300 sq ft	1680	1800/ sq ft.	4500/sq ft
1 HK	500 sq ft.	1008	1800/ sq ft.	4500/sq ft
1 BHK	650 sq ft	4652	1800/ sq ft	4500/sq ft
1.5 BHK	750 sq ft	4032	1800/ sq ft	4500/sq ft
2 BHK	1000 sq ft	3528	1800/ sq ft	4500/sq ft
3 BHK	1500 sq ft	2688	1800/ sq ft	5000/sq ft
Lux. 4 BHK	3000 sq ft	672	2500/ sq ft	6000/sq ft
Lux. 5 BHK	4000 sq ft	504	2500/ sq ft	6000/sq ft

PROJECT COMPONENTS – APARTMENT CLUSTER

An Integrated Township Project at Vembur , Tuticorin-Madurai City



Amenities

21% of total saleable areas.

Construction Cost : Rs. 2,348,64,00,000/-

Type	Saleable Area	Construction Cost
5 Star Hotel	504000 sq ft	2500/ sq ft.
5 Star Hospital and healing centre	2520000 sq ft.	2500/ sq ft.
IT Hubs	2016000 sq ft	2500/ sq ft
Commercial spaces	2520000 sq ft	1900/ sq ft
Education institutes	1008000 sq ft	2000/ sq ft
Golf course and Club house	1008000 sq ft	2000/ sq ft
Sports	504000 sq ft	1800/ sq ft
Other activities	504000 sq ft	1800/ sq ft

PROJECT COMPONENTS - AMENITIES

SUMMARY :

Total plot area = 60 THOUSAND Acres

1 Acre = 43,560 sq. ft.

Total Plot Area = 35,697,420 sq. ft.

Saleable per acre = sq. ft.

Saleable for 60 Thousand acres = sq.ft

Debiting 80 acres (10%) for Bungalow Plots = 5,60,00,000 – 56,00,000 = 5,04,00,000 sq ft.

Total Saleable Available = 5,04,00,000 sq. ft.

Total Revenue Generated

Bungalow Plots = Rs. 4,07,72,16,000/-

Villas =Rs. 45,86,40,00,000/-

Twin Bungalow = Rs. 58,46,40,00,000/-

Row Houses = Rs. 50,40,00,00,000/-

Apartment = Rs. 91,98,00,00,000/-

Amenity =

Total Revenue Generated = Rs. 2,50,78,52,16,000 /-

Total Construction Cost

Bungalow Plots = Rs.67,95,36,000

Villas = Rs.11,08,80,00,000

Twin Bungalow = Rs15,32,16,00,000

Row Houses = Rs14,51,52,00,000

Apartment = Rs5,04,00,00,000

Amenity = Rs. 23,48,64,00,000 /-

Total Construction Cost = Rs. 1,01,47,95,36,000 /-

Land Cost = Rs. 92,00,000 per acre

819 x 4,884,004,884.0048 = **Rs. 4,000,000,000,000/-**

Total Profit

= Total Revenue – Construction Cost – Land Cost

= 2,50,78,52,16,000 - 1,01,47,95,36,000 - 7,36,00,00,000

=Rs. 220,000,000,000 /-

(Two lacks and twenty thousand only)

Note : These calculations are based on assumptions as per current market situations, which may vary as per actual.

PROJECT ECONOMIC ANALYSIS

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF

RED ORION INVESTMENT ADVISORS LIMITED

- I. The name of the Company is **RED ORION INVESTMENT ADVISORS LIMITED**
- II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the jurisdiction of the Registrar of Companies, Maharashtra at Mumbai.
- III. The Objects for which the Company is established are-

(A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE

1. To carry on business activities of advisory, consultancy in the field of raising of funds through various options or through medium of alternative investment funds, venture capital funds, offshore funds, pension funds, provident funds, insurance funds or any other funds or to act as fund manager, consultants, advisors, portfolio managers, financial advisors and investment advisors, administrators, attorneys, agents, in India or elsewhere.

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

2. To support in the conceptualization, incorporation, incubation, development, growth, takeover, restructuring, reconstitution, process building of entities and businesses of any nature whatsoever, including for individuals, government, local or other bodies, private or public Companies, institutions, organizations or other entities, from within and outside India, and assist in all processes and solution creation required for implementing all or any of the above objects.
3. To assist in businesses of any nature whatsoever in improving businesses processes in financial capital sourcing, financial engineering and structuring, organization structure, Human resource processes, recruitment, remuneration strategies, sales and marketing, brand building, product development processes, business



प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U74999MH2013PLC245654 2013 - 2014

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
Red Orion Investment Advisors Limited

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

यह निगमन-पत्र आज दिनांक पंद्रह जुलाई दो हजार तेरह को मुंबई में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U74999MH2013PLC245654 2013 - 2014

I hereby certify that Red Orion Investment Advisors Limited is this day incorporated
under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given at Mumbai this Fifteenth day of July Two Thousand Thirteen.



Registrar of Companies, Maharashtra, Mumbai

कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

*Note: The corresponding form has been approved by RAJENDER SINGH MEENA, Deputy 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:

Red Orion Investment Advisors Limited
203, Joshi Chambers, Ahmedabad Street., Carnac Bunder, Masjid (East),
Mumbai - 400009,
Maharashtra, INDIA



THE COMPANIES ACT 1956
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
RED ORION INVESTMENT ADVISORS LIMITED

PRELIMINARY

1. The regulations contained in Table 'A' in Schedule 1 to the Companies Act, 1956 (hereinafter referred to as Table 'A') shall apply to the Company so far as they are not inconsistent with any of the provisions contained in these regulations or modifications thereof and only to the extent that there is no specific provisions in these regulations.

Regulations 5, 26, 27, 64, 84 of Table "A" shall not apply to the Company Any ambiguity or anomaly between the provisions of this article and what has been stated in relevant regulations of Table "A" of schedule 1 of Companies Act 1956 then the provisions of this article has got overriding effect and will supersede over the relevant regulation of Table "A"

2. INTERPRETATION

2. Interpretation clauses:

"These Presents" or " Regulations" means this articles of association as originally framed or altered from time to time and includes the Memorandum of Association where the context so requires.

In the interpretation of these Articles, unless repugnant to the subject or context:-

"**The Company**": "The Company" or "this Company" means **RED ORION INVESTMENT ADVISORS LIMITED.**

"**The Act**": "The Act" means "the Companies Act, 1956", or any statutory modification or re-enactment thereof for the time being in force.

"**Auditors**": "Auditors" means and includes those persons appointed as such for the time being by the Company.

"**Beneficial Owner**": "Beneficial Owner" means a person whose name is recorded as such with a depository/the Company.

"**Board**": "Board" means the "Board of Directors" from time to time.

"**Bye-laws**": "Bye-laws" means bye laws made by a depository under Section 26 of the Depositories Act, 1996.



COMPANY REGISTRATION

Prepared and Presented By :



Corporate Office : VEMBUR, MADURAI -TUTICORIN HIGHWAY, TAMILNADU, INDIA

Registered Office : – 602, KUSHWAH CHAMBER, MAKWANA ROAD, MAROL ANDHERI EAST MUMBAI 400059

PROJECT TEAM

An Integrated Township Project at Vembur , Tuticorin-Madurai City

An aerial photograph of a rural landscape in Tamil Nadu, India. The scene features a winding river with a large, prominent rock formation in the middle. In the foreground, there is a small village with colorful houses (orange, yellow, and blue roofs) and lush green trees. The background shows rolling hills and fields under a clear sky.

DETAILED PROJECT REPORT
OF
An Integrated Township
Under
MADURAI-TUTICORIN HIGHWAY
TAMIL NADU

Project prepared by
Vibgyor Amusement & Attractions Ltd.

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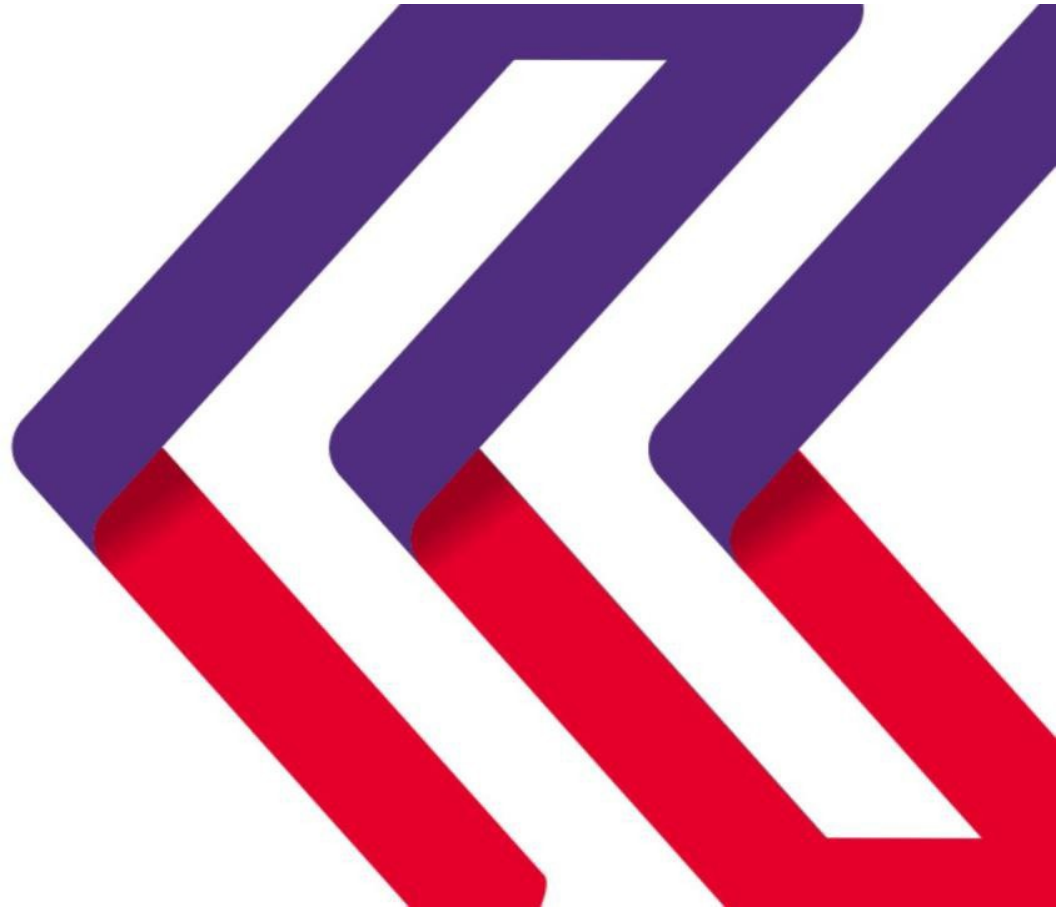
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Project Background



Project Background

“An Integrated smart Township is referred as the safe, secure, environmentally green, and efficient urban center of the future with advanced infrastructures such as sensors, electronics and networks to stimulate sustainable economic growth & a high quality of life” (Hall, 2000).

Rapid growth in small and medium scale urban centres plays an important role in economic and societal progress. However, it also strains a city’s infrastructure. Key challenges, such as traffic congestion, energy usage, public safety, and the building of sustainable communities are top of mind. Such challenges need to be addressed through the development and implementation of intelligent solutions. Smart cities are measured by the integration of their infrastructure and the intelligent ways by which they tackle challenges. An Integrated smart Township puts emphasis on creating a system of networks to allow for a systematic flow of information and effective management of resources. Enabling integration and convergence with organizations and local authorities to provide solutions for the development of an Integrated smart Township is crucial.

An Integrated smart Township offers decent living options to every resident. This would mean that it will have to provide a very high quality of life good quality of affordable housing, cost efficient physical infrastructure such as 24 X 7 water supply, sanitation, 24 X 7 electric supply, clean air, quality education, health care, security, entertainment, sports facilities, robust and high speed interconnectivity, fast & efficient urban mobility, etc.

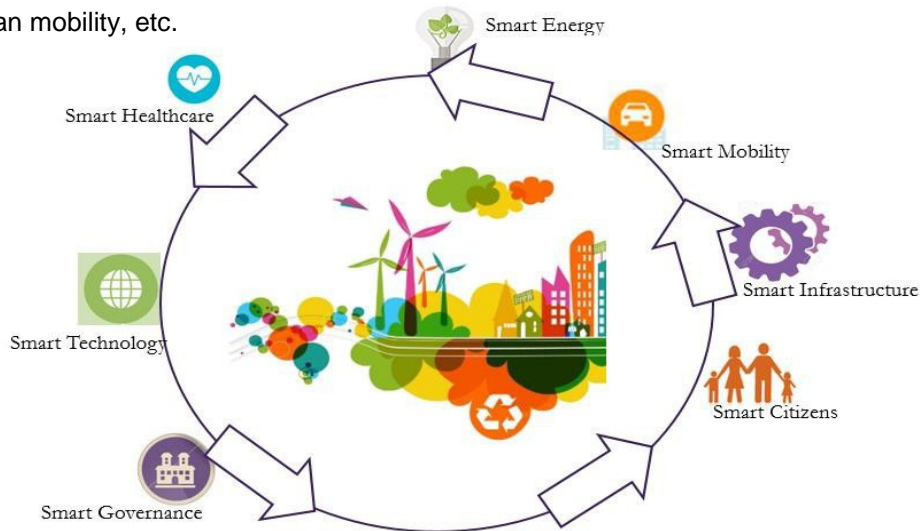


Figure 1: Smart Elements

Nearly 31% of India's current population currently resides in cities and contribute to 63% of GDP (Census 2011). Urban areas are expected to house 40% of India's population and contribute 75% of India's GDP by 2030. This requires comprehensive development of physical, institutional, social and economic infrastructure. All are important in improving the quality of life and attracting people and investment, setting in motion a virtuous cycle of growth and development. Development of an Integrated smart Township is a step in that direction.

Introduction



Introduction

The purpose of this document is to provide a common core set of city-needs-led requirements, co-developed and validated by Madurai-Tuticorin City, to develop the earmarked space as an Integrated smart Township. The ambition is that adoption of these requirements of an Integrated smart Township project will lead to reduced pre-procurement times, increased confidence in platform designs, greater levels of collaboration (particularly amongst various line departments), innovation in government models, more affordable solutions, and a more secure basis for Government to apply its innovations. This will lead to accelerated adoption of urban platforms by proposed city, so that they can exploit the potential of the growing volumes of city data, and improve the services to and outcomes for their residents, line departments and visitors.

This document provides a primary input to an Integrated smart Township Platform (Platform implies an Integrated Solutions connecting all Smart Components of the Integrated Smart Township Project) Supply-Side and Standardization work streams as a reference for the development of further Functional, Technical and Operational guidelines. The requirements illustrate the purpose and complete declaration for the development of system, as well as system constraints, interface and interactions with other external applications. The scope of this document is limited to current situation in the city, its reengineering, common operations and services data platform requirements, and issues related to the management of city data within the Pan City area, Governance Structure and the funding requirements. This considers the full life-cycle of city data, including: the maintenance of the existing city data; development of functional requirements for common services data platform from a city-needs perspective identification of key beneficial areas related to the Integrated Smart Township Project functioning.

There are number of clear trends that any smart township must recognize:

- The astounding increase in volumes of city data, driven notably by IoT/sensor/ICT implementations
- Citizen demand for efficient services
- The pressure to improve and make data available from public and private sources

The continued reality of austerity that drives cities towards transformative solutions

About Madurai – Tuticorin City

Madurai is an energetic, ancient city on the Vaigai River in the South Indian state of Tamil Nadu. Located on the banks of River Vaigai, Madurai has been a major settlement for two millennia. Madurai has been selected as one of the hundred Indian cities to be developed as a Smart City Project under the Prime Minister's Smart Cities program.



Madurai is an important industrial and educational hub in South Tamil Nadu. The city is home to various automobile, rubber, chemical and granite manufacturing industries. It has developed as a second-tier city for information technology (IT), and some software companies have opened offices in Madurai.

Connectivity

Madurai Junction is the major railway station serving the city. It is an important railway junction in southern Tamil Nadu and is one of the top 100 booking stations in Indian Railways. It is the headquarters of the Madurai division of the Southern Railway. There are direct trains from connecting Madurai with major cities and towns across India.

The state government announced a Mono rail project for Madurai in 2011, which is in planning stages. There are ten other sub urban railway stations serving the city.

Madurai Airport was established in 1957 and is located at Avaniyapuram, about 12 kilometres from the city. The airport was declared a customs airport in 2012 allowing limited number of international flights. It offers domestic flights to some cities in India and international services to Colombo, Dubai and Singapore.

City Name: Madurai

Geographical sub-categorization: Tamil Nadu

Thoothukudi, also known as Tuticorin, is a port city and a municipal corporation and an industrial city in Thoothukudi district of Tamil Nadu. The city lies in the Coromandel Coast of Bay of Bengal.



According to Confederation of Indian Industry, Thoothukudi has the second highest Human Development Index in Tamil Nadu next to Chennai. Tuticorin Port is one of the Fastest growing Major Ports in India. Tuticorin is an "Emerging Energy and Industrial hub of South India".

Thoothukudi is known as "Pearl City" due to the pearl fishing carried out in the town. It is a commercial seaport which serves the inland cities of Southern India and is one of the sea gateways of Tamil Nadu. It is also one of the major seaports in India with a history dating back to the 6th century AD.

Salt pans in and around the city contribute majorly to the economy of the city. The salt pans produce 1.2 million tonnes of salt every year, contributing to 90% of the salt produced in the state and 50% needed by the chemical industries of the state. The other major industries are shipping, fishing, agricultural, power and chemical industries. Fishing is one of the largest contributor to the local economy. Thoothukudi Fishing Harbour is one of the oldest and largest in Tamil Nadu. The Tuticorin Thermal Power Station has five 210 megawatt generators.

The majority of the people of the city are employed in salt pans, sea-borne trading, fishing, and tourism. A major attraction in the city is Our Lady of Snows Basilica, a 16th-century site. The 21 islands between Thoothukudi and Rameswaram shores in the Gulf of Mannar are noted as the first Marine Biosphere Reserve of India, and have around 36,000 species of flora and fauna. This protected area is called Gulf of Mannar Marine National Park. Our Lady of Snows Basilica festival is celebrated annually during August. This and the Shiva temple festivals, e.g., Adi Amavasai, Sasti, and Chittirai chariot festivals – are the major festivals of the area. Roadways are the major mode of transport to Thoothukudi, while the city also has rail, air, and sea transport.

Connectivity

Thoothukudi railway station is one of the oldest and popular railway stations in India. Tuticorin Airport is at Vagaikulam, 14 km (9 mi) from the heart of the city.

City Name: Thoothukoodi(Tuticorin)

Geographical sub-categorization: Tamil Nadu

About Project



About Project

LOCATIONS:

- The said property is located approx. 67 Kms from Madurai Airport & 60 Kms from Tuticorin.
- Abutting 4-Lane National Highway with frontage of over a kilometre and also abutting the State Highway / District roads of 40 to 60 ft width.



SALIENT FEATURES OF THE LAND:

- Clear Titles with no Temple Lands, Cremation / Burial Grounds, Poramboke (Government Land), etc., inside any of these properties.
- Non Agricultural Zoning or Punjai (in Tamil) lands
- Very Good quality of Soil & Very High Water Table. available at depths between 20 feet and 80 feet and excellent quality of water which is rare in Tamil Nadu.

PROPERTY AVAILABE FOR DEVELOPMENT OF CITY:

Particulars of Land	Land in Acres
Total Available Area	59,170.00



MAJOR INCLUSION IN THE INTEGRATED SMART TOWNSHIP PROJECT AND THEIR ALLOCATIONS:

<u>Projects</u>	<u>Suitability</u>	<u>Approx Area Allocation</u>
Solar Power Project	Abundance of Sun Shine in this location due to its proximity to Equator. Maximum sunlight at days makes it an ideal location. Maximum sunlight days makes it an ideal location	2,959.00
Integrated Industrial Township	This can be developed as a modern industrial zone with all smart city facilities. Giving impetus to PM's Make In India policy. Power from Solar power project nearby can make this an attractive destination for industries	23,668.00
Integrated Multimodal Logistic Hub	Integrated logistics will increase India's exports, provide employment opportunities, will be cost effective, and will make goods cheaper in the country.	5,917.00
Special Knowledge Zone	Special Knowledge Zone is a place where international universities can set up campus, along with integrated Township for staff. Leading to Huge savings of Foreign Exchange & Prevent Brain Drain by retaining talent.	2,960.00
Smart Township	Smart Township is a group of stationary smart homes which provides distributed sensing, computation and communication in the environment. Residential Townships are built on the principal of easing the pockets of buyer with incorporation of all the basic modern amenities adjoining to city Madurai-Tuticorin.	14,790.00
Affordable Homes	This can consist of affordable Budget Homes in line with PM's Housing for all projects by 2022. Prefabricated houses for budget houses would decrease both the cost and the timelines for building the houses. An entire township of 9,500 acres size (1,75,000 units) can be completed within 24 to 36 months	8,876.00
Total Land in Acres		59,170.00

In Tamil Nadu, the proposed site among the one which is selected under Integrated Smart Township that aimed at Transforming it to (i.)Healthy Active Township, (ii.) Special Knowledge Zone Township, (iii.) Entrepreneurial & Productive Township, (iv.) Manufacturing based Economy, (v.) Sustainable & Live able Township.

Accordingly, the purpose of the Integrated Smart Township Mission is to drive economic growth and improve the quality of life of people by enabling local area development and harnessing technology, especially technology that leads to Smart outcomes.

Feasibility Study Assessment



Feasibility Study Assessment

Infrastructure is the backbone of any successful place for living and working. A properly functioning Smart Township is a direct consequence of meticulously planned and arduously maintained infrastructural system. This feasibility report may outline the different modules, viz. Smart Traffic Management, Citizen Services, Environment Monitoring, and Smart Parking Management for the Smart Township. The project is expected to infuse high population growth in the project area based on the quality of life and infrastructure facilities proposed in the smart city. Conduct a detailed scoping study and develop a comprehensive project plan, including:

- Feasibility study for finalization of detailed technical architecture and project plan
- Development of traffic management plans for individual signal controls and groups of signal controllers along with pre-planned intervention strategies for special scenarios
- Site surveys to identify need for junction improvement, junction signage, lane markings and other necessary site infrastructure
- Site Clearance obligations & other relevant permissions.

Study Parameters

The feasibility has been performed on following parameters:

Use Case (Present and Future) - Illustrative scenarios comparing the lives of stakeholders with and without the foundational initiative.

Design Architecture- Technical feasibility of the initiative including solution overview, architecture and location analysis.

Financial Viability - Economic feasibility of the initiative including revenue modelling, Capex and Opex costs and cost benefit analysis.

Stakeholder Benefits - Qualitative benefits of important stakeholders including citizens, promoters and the environment.



Fig. showing ICT framework for Integrated Smart Township

Our Approach



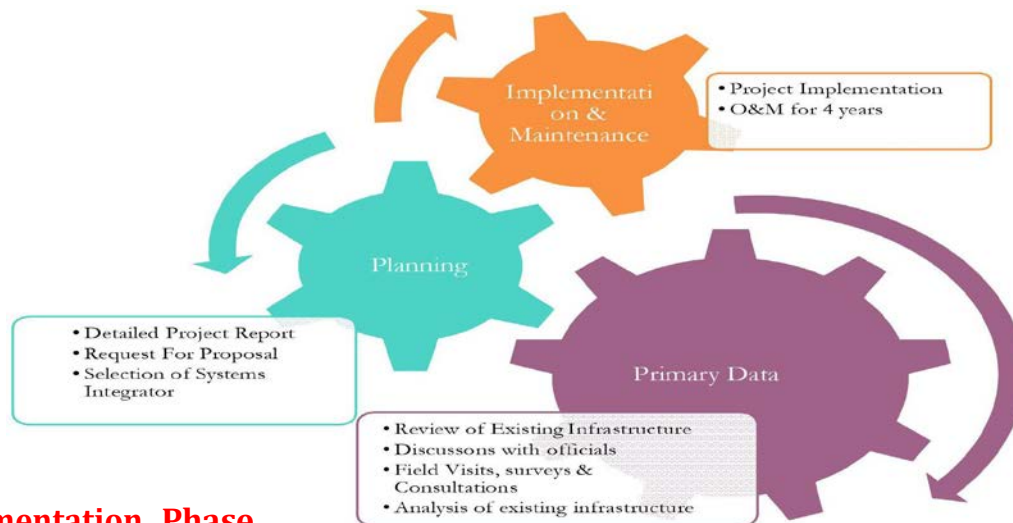
Our Approach

Our Approach for this project comprises of three phases. Below we are elaborating the steps involved during the three phases, namely:

Pre -Implementation Phase

- a. Conducting site survey, Stakeholder Consultation, obtaining necessary permissions, developing functional & system requirements, standard operating procedures etc.
- b. Assessment of IT Infrastructure and Non IT Infrastructure requirements, assessment of business processes, assessment of software requirements, assessment of integration requirement, assessment of connectivity requirement at all location.
- c. Formulation of solution architecture, detailed design of smart city solutions, and development of test cases (Unit, System Integration and User Acceptance).
- d. Assessment and study of use cases and development of SOPs for all use cases of the respective department.

In order to accomplish the above, the approach taken is depicted in the chart below:



Implementation Phase

- a. Setting up of Helpdesk, physical infrastructure, procurement of equipment, edge devices, COTS software and licenses.
- b. Installation of IT and Non IT Infrastructure, development, testing and production environment setup.
- c. Software Application customization, development of bespoke solution, data migration (if any), integration with third party services/application (if any).
- d. Preparation of User Manuals, training curriculum and training materials.
- e. Role based training(s) on the Smart City Solutions.
- f. SOP implementation, Integration with GIS, Integration of solutions with JICCC.

- g. Facilitating user acceptance testing and conducting the pre-launch security audit of applications.
- h. User training and rollout of solution.
- i. Integration Requirements:
 - Integration of the solution with existing / standalone systems.
 - Develop provisions for a scalable system which can integrate with more devices of the same kind (as those deployed today) and can integrate with future applications and sensors through open standards and data exchange mechanisms.

Post Implementation Phase

- a. Deploying manpower for solution maintenance and monitoring support which includes change request management, bug tracking and resolution, production support, performing version and patch updates.
- b. Annual technical support for all hardware and software components for the O&M period.
- c. Detailing of SOPs and their optimization during operation and maintenance phase.
- d. Optimizing field infrastructure for better operations, e.g., shifting of cameras or changing their alignment / angle.
- e. Identifying, scripting and implementing the automation required to manage the IT during O & M phase.
- f. Continuously study the additional requirements, fine-tune the applications and implement features that will assist the line departments in carrying out the operations thereby stabilizing the overall infrastructure
- g. Preventive, repair, maintenance and replacement of hardware and software components as applicable under the warranty and AMC services during the project period.
- h. Provide a centralized Helpdesk and Incident Management
- i. Recurring refresher trainings for the users and Change Management activities.
- j. Conducting disaster recovery site testing through regular mock drills.

Project Undertakings



Projects Undertaking

In order to execute the Project, the Master System Integrator (MSI) shall be selected through a transparent Bid Process. The Master System Integrator (MSI) is the agency that shall implement the project based on the scope of work provided in the Bid Documents its responsibilities shall include establishing a dedicated Data Centre and the State-of-Art, innovative ICT solutions to revive & revamp City of Madurai-Tuticorin using Hi-Tech solutions.

The MSI shall be responsible for carrying out the following activities:

- A. Project Planning, Mobilization & Management and Maintenance of the project
- B. Survey and Detailed Design of all Smart Solutions Components
- C. Prototype Acceptance and Factory Acceptance Testing
- D. Hardware Supply and Installation Stage
- E. Software Development (if any)
- F. System Study, Design, Development, Integration, Testing and Certification
- G. System Integration
- H. Testing
- I. Third Party Acceptance Testing, Audit and Certification
- J. Capacity building & Training
- K. Change Management
- L. Final Deployment and Documentation
- M. Operational System Acceptance
- N. Comprehensive Maintenance for System and Services
- O. Support Staff Required

Roles and Responsibilities

Below are the indicative roles and responsibilities of Master System Integrator, which need to fulfill during execution of Integrated Smart Township Madurai-Tuticorin Project.

1. MSI shall engage early in pro-active consultations with all the respective stakeholders to establish a clear and comprehensive project plan, which is in line with the priorities of all project stakeholders and the project objectives.
2. MSI shall plan the bandwidth required for operationalizing each Integrated Smart Township initiative until the operations and maintenance period. The bandwidth requirement shall be analysed and procured by the MSI and make a third party agreement with network/internet service period.
3. MSI will coordinate with the Network Service Provider, shall study the existing fibre layout and existing network in the Madurai-Tuticorin City to understand the existing technology adopted in each of the following areas (not limited to):
 - OFC/Network/Wi-Fi
 - Surveillance Infrastructure – CCTV Cameras, Data Communication, Monitoring, Control Room and Infrastructure
 - Any other Integrated Smart City/Township initiatives envisaged for Madurai-Tuticorin.
4. MSI shall assess existing infrastructure's current ability to support the entire solution and integrate the same with the solution wherever applicable and possible
5. MSI shall be responsible for planning and designing of the access network architecture (access controllers, backhaul connectivity, routers, switches, etc.) to meet the technical, capacity and service requirements for all smart City initiatives
6. MSI shall judiciously evaluate the resources and time planned for undertaking the current state assessment, given the overall timelines and milestones of the project.
7. Validate / Assess the re-use of the existing infrastructure if any with site identified by promoter
8. Supply, Installation, and Commissioning of entire solution at all the locations
9. MSI shall Install and commission connectivity across all designated locations

10. MSI shall establish high availability, reliability and redundancy of the all the elements/components to meet the Service Level requirements which will be defined in BID DOCUMENT
11. MSI shall be responsible for upgradation, enhancement and provisioning additional supplies of network (including active / passive components), hardware, software, etc. as requisitioned by promoter/developer
12. MSI shall ensure that the infrastructure provided under the project shall not have an end of life during the entire project duration.
13. MSI shall ensure that the end of support is not reached during the concurrency of the project and 4 years thereafter
14. MSI shall include periodic proactive maintenance of field level equipment's like cameras, junction boxes, switches etc. for O & M period of 4 years
15. Video feeds shall be stored at edge location for one day in case of failure of connectivity
16. All traffic data and metadata required for trend analysis shall be available for at least two years and CCTV videos shall be available for 30 days and meta data or flagged videos shall be available for two years on disaster site
17. MSI shall ensure compliance to all mandatory government regulations as amended from time to time
18. The MSI shall ensure that all the peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, patch cords (fibre), cables, software, licenses, tools, etc. are provided according to the requirements of the solution
19. All the software licenses that the MSI proposes shall be perpetual software licenses along with maintenance, upgrades and updates. The software licenses shall not be restricted based on location and promoter/developer shall have the flexibility to use the software licenses for other requirements if required. Software assurance may be considered.
20. The MSI shall ensure there is a 24x7 comprehensive onsite support for project duration for respective components to meet SLA requirement that will be define in BID DOCUMENT. The MSI shall ensure that all the OEMs have an understanding of the

service levels required by promoter/developer. MSI is required to provide the necessary MAF (Manufacturer Authorization Form) as per the format that will be provided in the BID DOCUMENT in support of OEMs active support in the project

21. MSI shall directly interact with electricity board for provision of mains power supply at all desired locations for any Field Infrastructure solution. The Madurai-Tuticorin shall facilitate, if any documentation is required from its side.
22. All existing road signs, which are likely to be effect by the works, are to be carefully take down and stored. Signs to be re-erected shall be clean, provided with new fixings where necessary and the posts re-painted in accordance with Madurai-Tuticorin Smart City guidelines. Road signs, street nameplate etc. damaged by the MSI during their operation shall be repaired or replaced at the MSI's cost.
23. It's the responsibility of MSI to integrate the ICCC system with the other application developed by / for Tamil Nadu Govt. department post taking required approval from authorized authority
24. The infrastructure of existing Traffic signal systems or any other filed Infrastructure including the poles, cantilevers, aspects, controllers and cabling and associated mountings and civil infrastructure as required based on detailed study may need to be dismantled (where ever applicable) and replaced with the new systems proposed shall be done by MSI. The dismantled infrastructure shall be delivered at the Integrated Smart Township designated location without damage, at no extra cost.
25. Prior to starting the site clearance, the MSI shall carry out survey of field locations. The Smart Township shall be fully informed of the results of the survey and the amount and extent of the demolition and site clearance shall be agreed with promoter/developer.
26. Lightning Proof Measures:
 - a. The MSI shall comply with lightning-protection and anti –interference measures for system structure, equipment type selection, equipment earthing, power, signal cables laying.
 - b. Corresponding lightning arrester shall be erect for the entrance cables of power line, video line, data transmission cables. All crates shall have firm, durable shell. Shell shall have dustproof, antifouling, waterproof functions;

- capable to bear certain mechanical external force.
- c. Signal separation of low and high frequency; equipment protective field shall be connected with their own public equal power bodies; small size/equipment signal lightning arrester shall be erected before the earthing.
 - d. The Internal Surge Protection Device for Data Line Protection shall be select as per zone of protection described in IEC 62305, 61643-11/12/21, 603644/5. Data line protection shall be use for security system, server data path and other communication equipment.
 - e. Data line protection shall be install as per zone defined in IEC 62305.
 - Type 1 device shall be install between zone 0B and zone 1.
 - Type 2 devices shall be install before the equipment in zone 2 and 3.
27. Master Systems Integrator (MSI) needs to deploy the team proposed for the project and ensure that a Project Inception Report is submitted to promoter/developer which should cover following aspects:
- a. Names of the Project Team members, their roles & responsibilities
 - b. Approach & methodology to be adopted to implement the Project (which should be in line with what has been proposed during bidding stage, but may have value additions / learning in the interest of the project).
 - c. Responsibility matrix for all stakeholders
 - d. Risk and mitigation plan
 - e. Detailed Project Plan, specifying dependencies between various project activities / sub-activities and their timelines.

Indicative Bill of Material & Costing



Indicative Bill of Material and Costing

TENTATIVE BUDGET OF 59,170 ACRES OF LAND

• Land Purchase – Rs 1.5 crores per Acre (1.5*59170)	=	88,755.00 crores
• Land development – Rs 25 lakhs per acre	=	14,792.50 crores
• Road making, Sinks, - @Rs 43200 sq ft >		
Per acre X 8,875 Acre @ 1875 per Sq. ft	=	71,500.00 crores
• Boundary and Construction costs - @ estimated rate/sq ft		
(50% of the land)	=	94,500.00 crores
• Green field and Horticulture @ 590 X 43200 X 5,325 Acres	=	13,525.00 crores
• COMPLIANCE, APPROVALS, LICENSES, INSTALLATIONS		
OF ELECTRIC, FIRE, WATER, PERMISSIONS etc	=	1,000.00 crores
		<hr/>
		<u>2, 84,072.50 crores</u>

** All the cost adopted is subject to variation with the actual cost that may be finalized at the time of execution of the project based on the final contractual obligation fixed with the vendor for the execution work of the estate.

The above mentioned rate is includes with

Roads: All the plots within the Park are connected through arterial road of 20m and 17m width. The construction of road is complete.

Drainage System: RCC Box drain has to be constructed on both sides of the road along with RCC Culverts.

Power: State Electricity Distribution Authority communicated and started setting up of dedicated power sub-stations (220/132 KV Substation and 33/11 KV Substation) for uninterrupted power supply for the industrial units. Power tariff will be as per the existing tariff plans.

Water: Total water demand for the UNITS is estimated at 2 MGD Water which will be drawn from Reservoir. WBIDC has requested PHE department to implement the water supply project within the Unit. The DPR preparation shall be completed. Ground water can be used with the approval of appropriate authority till surface water is made available.

Street Lighting: The UNIT area has to be serviced by street lighting.

Social Infra Works: All the Social Infrastructural facilities like Common Facility Building comprising of space for bank, canteen, office, conference room, guest house etc. along with truck parking facility, Architectural gates at 3 entry points & Fire station is under development.

Telecommunication & Security Surveillance System: The work of Telecommunication & Security Surveillance System based on optical fiber cable backbone is under progress.

For your ready reference here is the INDICATIVE SCHEDULE OF RATES (Government of India RB) attached as “Annexure-A”

Project Implementation Time lines and Deliverable



Project Implementation Timelines and Project Deliverables

The implementation timelines for the project components are as given below.

S No.	Phase	Timeline
1	Issuance of Letter of Intent	A
2	Submission of Performance Bank Guarantee	A + 30 days
3	Signing of Contract with MSI	A + 30 days = T
4	Completion of Project Inception Phase incl. Mobilization of Team	T + 1 month
5	Completion of Requirement Phase, including Feasibility Study and Site Survey	T + 3 months
6	Completion of Design Phase & Report	T + 5 months
7	Installation of HW/Infrastructure, SW Phase & Report	T + 9 months
8	Completion of Integration	T + 10 months
9	UAT, FAT, STQC, etc.	T + 11 months
10	Go -Live (G)	T + 12 months = G
11	Operation and Maintenance	G + 4 years

Project Deliverables

Sl. No	Key Activities	Deliverables
1	Project Kick Off	1. Project Plan
2	Deployment of manpower	2. Risk Management & Mitigation Plan
3	Assess the requirement of IT Infrastructure and Non IT Infrastructure	1. Functional Requirement Specification document
4	Assessment of Business processes (From an assessment perspective for project)	2. System Requirement Specification document 3. Other technical documents

5	Assessment of requirement of Software requirements	4. Requirements Traceability Matrix 5. Site Survey Report 6. Engineering Drawings for Command Center 7. Layout drawings for Smart Components to be deployed
6	Assess the Integration requirement	
7	Assess the connectivity requirement all locations (including Building)	
8	Assessment of network requirement	
9	Assessment of training requirement	
10	Formulation of Solution Architecture	1. Location wise Bill of Quantity in detail 2. HLD documents 3. LLD documents (which include ER diagrams, database designs, GUI design, data definitions, etc.) 4. Application Architecture documents. 5. Technical Architecture documents. 6. Network Architecture documents. 7. Test Plans 8. SoP's for the command center 9. Change Management Plan
11	Creation of Detail Drawing	
12	Detailed Design of Smart City Solutions	
13	Development of test cases (Unit, System Integration and User Acceptance)	
14	Preparation of final bill of quantity and material	
15	SoP preparation for command center based on extensive consultation with all stakeholders	
16	Helpdesk setup	
17	Physical Infrastructure setup	
18	Procurement of equipment, edge devices, COTS software (if any), Licenses	
19	IT and Non IT Infrastructure Installation	
20	Development, Testing and Production environment setup	1. IT and Non IT Infrastructure Installation Report 2. Completion of UAT and closure of observations report 3. Training Completion report 4. Application deployment and configuration report 5. Software License documents 6. Hardware warranty documents

21	Software Application customization (if any)	
22	Development of Bespoke Solution (if any)	
23	Data Migration	
24	Integration with Third party services/application (if any)	
25	Unit and User Acceptance Testing	
26	Implementation of Solutions	
27	Preparation of User Manuals, training curriculum and training materials	
28	Role based training(s) on the Smart City Solutions	
29	SoP implementation	1. Integration Testing Report
30	Integration with GIS	
31	Integration of solutions with JICCC	
32	Go Live	1. Go-Live Report
33	Operation and Maintenance of IT, Non IT infrastructure and Applications	1. Detailed plan for monitoring of SLAs and performance of the overall system 2. Fortnightly Progress Report
34	SLA and Performance Monitoring	3. Monthly SLA Monitoring Report and Exception Report
35	Logging, tracking and resolution of issues	4. Quarterly security Report
36	Application enhancement	5. Issues logging and resolution report
37	Patch & Version Updates	6. Operations manual for all components
38	Helpdesk services	

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Notices Under Section 248(2)

Company/LLP Master Data

CIN	U74999MH2013PLC245654
Company Name	RED ORION INVESTMENT ADVISORS LIMITED
ROC Code	RoC-Mumbai
Registration Number	245654
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Public
Authorised Capital(Rs)	20000000
Paid up Capital(Rs)	2500000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	15/07/2013
Registered Address	601 Kushwah Chambers Makwana Road Opp Apurva Ind EST Andheri East Mumbai Mumbai City MH 400059 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	devenddraj@yahoo.com
Whether Listed or not	Unlisted
ACTIVE compliance	ACTIVE compliant
Suspended at stock exchange	-
Date of last AGM	30/09/2020
Date of Balance Sheet	31/03/2020
Company Status(for e-filing)	Active

Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
No Charges Exists for Company/LLP				

Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
01956285	NISHITA KATRIAR	27/08/2020	-	
05191650	OJASKUMAR MOHANLAL NAIK	27/08/2020	-	
07469991	ABDUL MAJID ABDUL WAHID KHAN	27/08/2020	-	

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vyaapar p`arMBa krnao ka p`maaNā-p~
kmpnal AiQainayama 1956 kl Qaara 149(3) ko AnausarNa maOM

ka^pao-roT phcaana saM#yaa : U74999MH2013PLC245654

maOM etdWara sa%yaaapt krta hU^M ik maOsasa-
Red Orion Investment Advisors Limited

ijasaka inagamana, kmpnal AiQainayama, 1956(1956 ka 1) ko AMtga-t idnaaMk pMd'h jaulaa[- dao hjaar torh kao ikyaa gayaa qaa AaOr ijasanao inaQaa-irt p`p~ maOM GaaoyaNa p`stut kl hO yaa ivaiQavat sa%yaaapt ikyaa hO ik]@t kmpnal nao, AiQainayama kl Qaara 149(2) (k) sao (ga) tk kl Satao- ka Anaupalana kr ilayaa hO AaOr vyaapar krnao ko ilae hkdar hOj

yah p`maaNā-p~ Aaja idnaaMk pccalsa A@tUear dao hjaar torh kao mauMēa[- maOM jaarl ikyaa jaata hOj

Certificate for Commencement of Business

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U74999MH2013PLC245654

I hereby certify that the Red Orion Investment Advisors Limited which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the Fifteenth day of July Two Thousand Thirteen , and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given at Mumbai this Twenty Fifth day of October Two Thousand Thirteen.

Signature Not Verified
Digitally signed by PANDIAN
THIRUPATHI
Date: 2013.10.25 6:09:16
GMT+05:30

Registrar of Companies, Maharashtra, Mumbai

kmpnal rijasT/ar, maharaYT/, mauMēa[-

*Note: The corresponding form has been approved by RAJENDER SINGH MEENA, Deputy 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).

kmpnal rijasT/ar ko kayaa-laya AiBalaoK maOM]plaeQa p~aacar ka pta :
Mailing Address as per record available in Registrar of Companies office:

Red Orion Investment Advisors Limited
203, Joshi Chambers, Ahmedabad Street,, Carnac Bunder, Masjid (East),
Mumbai - 400009,
Maharashtra, INDIA





प`a\$प 1

पMjalkrNa प`maana-प~

ka^pao-roT phcaana saM#yaa : U74999MH2013PLC245654

2013 - 2014

maOM etdWara sa%yaaipt krta hU^ ik maOsasa-

Red Orion Investment Advisors Limited

ka पMjalkrNa, kmpnal AiQainayam a 1956 (1956 ka 1) ko AMtga-t Aaja ikyaa jaata hO AaOr yah kmpnal ilaimaToD hOj

yah inagamana-प~ Aaja idnaaMk pMd'h jaulaa[- dao hjaar torh kao mauMēa[- maOM jaarl ikyaa jaata hOj

Form 1

Certificate of Incorporation

Corporate Identity Number : U74999MH2013PLC245654

2013 - 2014

I hereby certify that Red Orion Investment Advisors Limited is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given at Mumbai this Fifteenth day of July Two Thousand Thirteen.

Signature Not Verified
Digitally signed by Bala Marpalli
Rajwade
Date: 2013.07.15 14:13:17
GMT+05:30

Registrar of Companies, Maharashtra, Mumbai

kmpnal rijasT/ar, maharaYT/, mauMēa[-

*Note: The corresponding form has been approved by RAJENDER SINGH MEENA, Deputy 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).

kmpnal rijasT/ar ko kayaa-laya AiBalaoK maOM jplaēQa p-acaar ka pta :

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

Red Orion Investment Advisors Limited

203, Joshi Chambers, Ahmedabad Street,, Carnac Bunder, Masjid (East),

Mumbai - 400009,

Maharashtra, INDIA



THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
RED ORION INVESTMENT ADVISORS LIMITED

I. The name of the Company is **RED ORION INVESTMENT ADVISORS LIMITED**

II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the jurisdiction of the Registrar of Companies, Maharashtra at Mumbai.

III. The Objects for which the Company is established are:-

(A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE

1. To carry on business activities of advisory, consultancy in the field of raising of funds through various options or through medium of alternative investment funds, venture capital funds, offshore funds, pension funds, provident funds, insurance funds or any other funds or to act as fund manager, consultants, advisors, portfolio managers, financial advisors and investment advisors, administrators, attorneys, agents, in India or elsewhere.

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

2. To support in the conceptualization, incorporation, incubation, development, growth, takeover, restructuring, reconstitution, process building of entities and businesses of any nature whatsoever, including for individuals, government, local or other bodies, private or public Companies, institutions, organizations or other entities, from within and outside India, and assist in all processes and solution creation required for implementing all or any of the above objects.

3. To assist in businesses of any nature whatsoever in improving businesses processes in financial capital sourcing, financial engineering and structuring, organization structure, Human resource processes, recruitment, remuneration strategies, sales and marketing, brand building, product development processes, business

operations, optimization, procurement, supply chain management, legal, secretarial, exports, imports, to create better efficiencies and add / increase value in all the above processes.

4. To undertake activities of business intelligence solutions in all client company processes both within the client company and its external relationships and improve operational efficiency, build profitable customer relationships, and develop differentiated product offerings and deploy industry specific process optimization skills in conjunction with leading-edge technology integration and outsourcing expertise to drive uniquely complete client solutions.
5. To take up and execute work including but not limited to conducting surveys for identifying potential industrial and service units, preparing feasibility reports, project profiles and project reports, undertaking techno-economic appraisals, market research, studies, surveys executing and implementation of projects as turnkey jobs or other wise and working as consultants in the fields of industrial, operations, financial, marketing, personnel & industrial relations, advertising, brand building and all other services, which can enhance value for clients.
6. To run the activities, in India or elsewhere, of developing intellectual property in the form of books, reports, computer software, audio-visual media and all such or other media existing today and / or which may be developed in the future, related to the provision of all or any of the main objects set out hereinabove.
7. To deal and negotiable on terms and conditions in connection with arrangement of loans of every description for and on behalf of Client Company.
8. To act as principals, agents, contractors or otherwise and by or through trustees, agents or either alone or in conjunction with others.
9. To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the movable properties, rights and liabilities of the Company and to place or guarantee the placing of, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company or companies.
10. To insure with any other company against losses, damages, risk and liabilities of all kinds that might the business of company.

11. To form, promote subsidies and assist companies and partnerships of all kinds in any manner as may be thought fit in connection with any of the above objects of the Company.
12. To undertake search for land to purchase, protect, prolong, renew or otherwise acquire from any government, state or authority any patents, protections, licenses, concessions, grants decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account.
13. To enter into any arrangement with any statutory or non statutory authorities that may seem beneficial to any of the Company's objects and to apply for, promote and obtain any privilege, concessions, license, or authori%ation of the government or any other authority local or otherwise for enabling the Company to carry any of the Company and to carry any of its objects into effect or for extending any of the powers of the Company and to carry out, exercise and comply with any such Act, privilege, concession, license or authori%ation.
14. To sell, improve, manage, develop, exchange, lease rent, mortgage, enfranchise, abandon, dispose of, turn of account or otherwise deal with all or any part of the property and right of the Company.
15. To sell, mortgage or otherwise to deal with or dispose of the property, assets or undertaking of the Company or any part thereof, for such consideration as the Company may think fit and in particular for shares, stocks, debentures and other securities of any other company whether or not having objects altogether or in part similar to those of the Company.
16. To enter into partnership or into any arrangement for sharing or pooling of profits, amalgamation, union of interest, reciprocal concession or co-operation with any person, partnership or company and to promote and aid in promoting, constituting, forming and organi%ing companies, syndicates or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of this Company or of advancing directly or indirectly the objects thereof, or for any other purpose, which this Company may think expedient.
17. To act as agents, brokers and undertake and perform sub-contracts and also to act in any of the business of the Company through or by means of agents, brokers, sub-contractors or others.

18. To apply for tender, purchase or otherwise acquire any contract, sub-contracts, licenses 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.
19. To employ experts to investigate and examine into the conditions, prospects, value, charter and circumstances of any business concern and undertaking and generally of any assets, property or rights.
20. To appoint any Directors or Managers of any subsidiary company or of any other company in which this company is or may be interested.
21. To take part in the management, supervision and control of the business or operations of any company or undertaking having similar objects and for that purpose to appoint and remunerate any Directors, trustees, accountants or other experts.
22. To establish and support or and in the establishment and support of associations, institutions, companies, societies, funds, and conveniences for the benefit of the employees or ex-employees or of the persons having dealings 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 gratuities 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.
23. To form, subscribe or contribute to or otherwise to assist aid or guarantee money to public, charitable, benevolent, religious, scientific, national or other institutions, funds, objects or purposes which in the opinion of the Board of Directors are likely to promote the interests or the business of the Company and or to further its objects and or any other institutions, funds, objects or purposes whatsoever whether directly relating to the business of the Company, or not.
24. To undertake the business of providing entire range of solutions under one roof in relation to business establishment & management services like marketing, selling, trading, logistics, concepts, ideas salable through any type of retail outlet or otherwise and to render management consultancy, advisory, business development service.
25. To carry on search, research and development activities relating to the business of the Company and to facilitate computer programming, data processing, systems

analyzing and to provide services of establishing management information systems, software and hardware maintenance, applications, contract development resources, training and certification of any products, design or service.

26. To participate in Trade fairs, exhibitions, study tours, training programs, conferences, symposiums in India or abroad either on its own or as nominee of Government or Trade Associations.
27. To distribute any of the property of the Company amongst the members, in specie or kind, in the event of winding up, a subject to the provisions of the Companies Act.
28. To buy any movable or immovable property, right or interest 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 and declared trust in favour of the Company, subject to the provisions of the Act.
29. 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, license and/or other terms, and other rights and benefits, and to obtain technical and engineering information, assistance, service, know-how, and expert advice for installation of plant and machinery, production and manufacture of any products.
30. To act as financial consultants, management consultants, provide advice, services, consultancy in various fields, general administrative commercial, financial, legal, economic, labour, industrial, public relations, scientific, technical, direct and indirect taxation and other levies, statistical, accountancy, quality control and data processing.
31. To provide technical, economic, financial and administrative consultancy services and prepare investment and economic feasibility studies for projects intended to be established and undertake on behalf of investors the identification of investment opportunities and evaluation of projects.
32. To transact or carry on all kinds of agency business and in particular in relation to the infusion of funds, the sale of property and the collection and receipt of money and to take part in the managements, supervisions or control of the business or operations of any other company, association, firm or person (and to act as the agent, secretaries or other officers of any such company, association firm or person) and in connection therewith to appoint and remunerate any Directors, accountants

and other experts or agents. However the company shall not act as managers or managing agents of the company shall not act as managers or managing agents of any other company.

33. To employ experts to investigate and examine into the condition, management, prospects, value, character and circumstances of any business, concerns and undertakings and generally of any assets, property or rights.

(C) OTHER OBJECTS:

34. To adopt such means of publicizing the activities, exhibitions, productions and products of the company as may seem appropriate, and to advertise in the press, by circulars, by posters, by purchasing and exhibiting works and other objects of art of interest, by organizing and conducting competitions, by granting prizes, rewards and donations, and by publishing leaflets, periodicals and books;
35. To undertake the profession of consultants of management, employment, engineering, industrial and technical matter to industry and business and to act as employment agents.
36. To undertake the business of providing complete technical services to cover full range or environment audit as required by Government regulations and to carry on work on research and development.
37. To undertake and promote education, research, development, training and standardization in all or any of the areas pertaining to the client businesses including but not limited to business processes, legal, compliances and areas of communication and also create and / or provide a forum, in any manner and on any medium whatsoever, to establish, to foster and develop such activities as abovementioned
38. To provide technical, economic, financial and administrative consultancy services and prepare investment and economic feasibility studies for projects intended to be established and undertake on behalf of investors the identification of investment opportunities and evaluation of projects.

IV. The liability of the Members is limited.

- V. (a) The Authorised Share Capital of the Company is Rs. 2,00,00,000/- (Rupees Two Crores Only) divided into 20,00,000 (Twenty Lacs) Equity Shares of Re. 10/- (Rupee Ten only) each,
- (b) Minimum paid-up capital of the company shall be Rs. 5,00,000/- (Rupees Five Lacs Only).

We the above persons whose names are subscribed and who are members of the company 'pure' M/s Meznaandm aY Asaaciaân and we hereby agree to take the benefit of the capital of the Company set of out for the purpose

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Number of Equity Shares taken by each Subscriber	Names, Addresses, Description and Occupation of the Common Witness
	<p>S/O Krishan Garg I-267, DDA Flats, Naraina Vihar, New Delhi - 110028 Occupation: Business sd/- <u>GARG</u></p>	<p>20000 (Eight Thousands Only)</p>	<p>Witness to subscribers no (1 to 7) Narendra Singh Sh. Kishan Singh 201, 2nd Bldg, 25 Spring field - 1, Sector 1, Shanti Nagar, Mira Road (East), Mumbai - 401107, Occ: - Sewice <u>[Signature]</u></p>
2	<p>Jaijit Chandel d/o Amar Jaitani 41-A, Muxama Chs Ltd, Nephesa Road Mumbai - 400026 Occupation - Business sd/- <u>Jaitani</u></p>	<p>8000 (Eight Thousand Only)</p>	
3	<p>51-A Midamar chs Ltd Nephesa Road Mumbai - 400026 Occupation - Business sd/- <u>Chandel</u></p>	<p>8000 (Eight thousand only)</p>	

(Twenty four thousand)

Place Mumbai

No. of shares b/d 24,000 (Twenty Four thousand)

<p>4.</p> <p>5.</p> <p>6.</p> <p>7.</p>	<p>Harshita Investments Advisory Pvt Ltd 41-A, M. V. Road, Chs N. near sea face, Mumbai - 400036 Occupation: Business (Through its Director smt Jaishri Chandel, authorized vide Board Resolutions dated 28/11/2013) Sd/- <i>Jaishri</i></p> <p>Vineet Wadhwa s/o Subhash Wadhwa S02, 5th Floor, Sahil Apts, S.V. Road, Bandra (W) Mumbai-50 Occupation: Business Sd/- <i>Vadhwa</i></p> <p>PARMESH RANJAN SIDRAMESH CHANDRA H. NO. 1083, WARD 29 SECTOR-4, GURGAON. HARYANA 122001 OCCUPATION: BUSINESS Sd/- <i>parmesh</i></p> <p>Madhukar Kumar Deo S/o Muni Singh Deo S05 Chembur Heights Sindhi Soc, Chembur Mumbai - 400071 Occupation: Business <i>Madhukar</i></p>	<p>2000 (Two Thousand only)</p> <p>3000 (Eight Thousand only)</p> <p>8000 (EIGHT THOUSAND ONLY)</p> <p>8000 (Eight Thousand only)</p> <p>50000 (Fifty thousand only)</p>	<p>Witness to Subscribers no. (2 to 7) Narendra Singh s/o Khushal Singh 201, 2nd Bldg, 25 Spring field-1, Sector 1, Shanti Nagar, Mira Road, (East), Mumbai - 401107 Occ: - Service</p> <p><i>Ngil</i></p>
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Date: 28/1/2013
Place: Mumbai

THE COMPANIES ACT 1956
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
O F
RED ORION INVESTMENT ADVISORS LIMITED

PRELIMINARY

1. The regulations contained in Table 'A' in Schedule 1 to the Companies Act, 1956 (hereinafter referred to as Table 'A') shall apply to the Company so far as they are not inconsistent with any of the provisions contained in these regulations or modifications thereof and only to the extent that there is no specific provisions in these regulations.

Regulations 5, 26, 27, 64, 84 of Table "A" shall not apply to the Company Any ambiguity or anomaly between the provisions of this article and what has been stated in relevant regulations of Table "A" of schedule 1 of Companies Act 1956 then the provisions of this article has got overriding effect and will supersede over the relevant regulation of Table "A"

2. INTERPRETATION

2. Interpretation clauses:

"These Presents" or " Regulations" means this articles of association as originally framed or altered from time to time and includes the Memorandum of Association where the context so requires.

In the interpretation of these Articles, unless repugnant to the subject or context:-

"The Company": "The Company" or "this Company" means **RED ORION INVESTMENT ADVISORS LIMITED.**

"The Act": "The Act" means "the Companies Act, 1956", or any statutory modification or re-enactment thereof for the time being in force.

"Auditors": "Auditors" means and includes those persons appointed as such for the time being by the Company.

"Beneficial Owner": "Beneficial Owner" means a person whose name is recorded as such with a depository/the Company.

"Board": "Board" means the "Board of Directors" from time to time.

"Bye-laws": "Bye-laws" means bye laws made by a depository under Section 26 of the Depositories Act, 1996.

“Capital”: “Capital” means the share capital for the time being raised or authorised to be raised (authorised, issued, subscribed, paid up), for the purpose of the Company.

“Depositories Act”: “Depositories Act” means the Depositories Act, 1996 (22, of 1996) including any statutory modification or re-enactment thereof for the time being in force.

“Depository”: “Depository” means a Company formed and registered under the Companies Act, 1956 (1 of 1956) and which has been granted a certificate of registration under subsection (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992).

“Debenture”: “Debenture” includes Debenture Stock.

“Directors”: “Directors” means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a Board.

“Dividend”: “Dividend” includes interim dividend and bonus.

“Gender”: Words importing the masculine gender also include the feminine gender.

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

“Member”: “Member” means the duly registered holder from time to time of the shares of the Company and includes the subscribers of the Memorandum of the Company.

“Meeting” or “General Meeting”: “Meeting” or “General Meeting” means a Meeting of the Members.

“Annual General Meeting”: “Annual General Meeting” means a General Meeting of the Members held in accordance with the provisions of Section 166 of the Act.

“Extraordinary General Meeting”: “Extraordinary General Meeting” means an Extraordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof.

“Month”: “Month” means a calendar month.

“Office”: “Office” means the Registered Office for the time being of the Company.

“Paid-up”: “Paid-up” includes credited as paid up.

“Persons”: “Persons” includes corporations, firms and legal entities as well as individuals.

“Record”: “Record” includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by regulations made by the SEBI Board.

“Register of Members”: “Register of Members” means the Register of Members to be kept pursuant to the Act.

“Regulations”: “Regulations” means the regulations made by the SEBI Board or any other authority.

“The Registrar”: “The Registrar” means the Registrar of Companies of the State in which the office of the Company is for the time being situated.

“SEBI Board”: “SEBI Board” means the Securities and Exchange Board of India.

“Security”: “Security” means such security as may be specified by the Securities Contract (Regulation) Act, 1956.

“Share”: “Share” means share in the share capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.

“Singular Number”: Words importing the singular number includes, where the context admits or requires, the plural number and vice versa.

“Ordinary Resolution” and “Special Resolution”: “Ordinary Resolution” and “Special Resolution” shall have the meaning assigned thereto by Section 189 of the Act.

“Year” and “Financial Year”: “Year” means the calendar year and “Financial Year” shall have the meaning assigned thereto by Section 2(17) of the Act.

The marginal notes used in these Articles shall not affect the construction hereof.

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning as in these Articles.

CAPITAL AND INCREASE AND REDUCTION OF CAPITAL

3. Amount of Capital:

- a) The Authorized Share Capital of the Company SHALL BE AS PER Clause V(a) of the Memorandum of Association of the company
- b) The paid up capital of the company shall be minimum of Rs.5,00,000/-.
(Five Lakhs Only)

4. . Increase in the capital by company & how carried into effect:

The Company in General Meeting may, from time to time, increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe.

- a) Subject to the provisions of the Act, any shares of the original or increased capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof, shall direct, and if no direction be given, as the Directors 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, and with

a right of voting at General Meetings of the Company in conformity with Sections 87 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.

b) The Board of Directors may issue shares for consideration other than cash.

5. New capital same as existing capital:

Except so far-as-otherwise provided by the conditions of the issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

6. Equity Share capital with Differential Rights:

Subject to the provisions of Section 86 of the Act and applicable rules, guidelines-and regulations, the Company shall have the power to issue equity-shares with-differential right as to dividend, voting or otherwise.

7. Redeemable-Preference Shares:

Subject to the provisions of Section 80 of the Act, the Company shall have the power to issue Preference Shares which are, or at the option of the Company are to be liable, to be redeemed and the resolution authorising such issue shall prescribe the manner, terms and conditions of redemption.

8. Provisions to apply on issue of redeemable preference shares:

On the issue of Redeemable Preference Shares under the provisions of Article 7 hereof 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 purpose of the redemption;
- ii) no such shares shall be redeemed unless they are fully paid;
- iii) the premium, if any, payable on redemption must have been provided for out of the profits of the Company or 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 a reserve fund, to be called the "Capital Redemption Reserve Account", a sum equal to the nominal amount of the shares redeemed and the provisions of the Act, relating to the reduction of the share capital of the Company shall except as provided in section 80 of the Act, apply as if the Capital Redemption Reserve Account were paid up share capital of the Company.

9. Reduction of capital:

The Company may (subject to the provision of sections 78, 80, 100 to 105 inclusive, of the Act) from time to time by Special Resolution, reduce its capital and any Capital Redemption Reserve Account or Securities Premium Account in any manner for the time being authorized by law, and in particular capital may be paid off on the, footing that it may be called upon again or otherwise. This article is not to derogate from any power the Company would have if it were omitted.

10. Buy Back of Equity Shares:

The Company shall have the power to purchase/buy back its own shares and / or other securities, subject to the limits and upon such terms and conditions and subject to such approvals as may be required under the applicable sections of the Act and other provisions, rules, guidelines, regulations and any amendment and modifications thereto.

11. Sub-Division, Consolidation & Cancellation of shares:

Subject to the provisions of Section 94 of the Act, the Company in General Meeting may, from time to time subdivide or consolidate its shares, or any of them, and resolution whereby any share is sub-divided, may determine that as between the holders of the shares resulting from such subdivision one or more of such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the others or other. Subject as aforesaid the Company in General Meeting may also cancel shares which 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.

12. Modification of right:

Whenever the capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may subject to the provisions of Sections 106 and 107 of the Act be modified, commuted, affected or abrogated, or dealt with by Agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by holders of at least three-fourths in nominal value of the issued shares of the class or is confirmed by a Special Resolution passed at a separate General Meeting of the holders of shares of that class.

13. Board may accept surrender of Shares:

Subject to the provisions of section 100 to 105 (inclusive) of the Act, The Board may accept from the Members on such terms and conditions as shall be agreed surrender of all or any of his shares.

SHARES AND CERTIFICATES**14. Register and index of members:**

The Company shall cause to be kept a Register and Index of Members in accordance with Sections 150 and 151 of the Act. The Company shall be entitled to keep in any State or country outside India a branch Register of Members resident in that State or Country.

15. Shares to be numbered progressively & no share to be subdivided:

The shares in the Capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned, no share shall be subdivided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

16. Further issue of capital:

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

i) Such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on these shares at that date.

ii) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined.

iii) The offer aforesaid shall be deemed to include a right exercisable by person concerned to renounce the shares offered to him or any other person and the notice referred to in sub clause (b) shall contain a statement of this right:

iv) After the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the Company.

b) Notwithstanding anything contained sub clause (1) the future shares aforesaid may be offered to any person (whether or not those persons include the persons referred to in clause (a) of sub clause (i) hereof) in any manner whatsoever.

(i) If a Special Resolution to that effect is passed by the Company in general meeting; or

(ii) Where no such Special Resolution is passed, if the votes cast (whether on a show of hands, or on a poll, as the case may be) in favour of the proposal contained in the Resolution moved in that General Meeting (including the casting vote, if any, of the Chairman) by Members who being; entitled to do so, vote in person, or where proxies are allowed by proxy, exceed the votes, if any, cast against the proposal by Members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company, offer further shares to any person or persons, and such person or persons may or may not include the persons who, at the date of the offer, are the holders of the Equity Shares of the Company.

- c) Nothing in sub clause (c) of (1) hereof shall be deemed:
- i) To extend the time within which the offer should be accepted
 - ii) To authorize any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
 - iii) Nothing in this Article shall apply to the increase of subscribed capital of the Company caused by the exercise of an option attached to the debenture issued by the Company; or
 - i. To convert such Debentures issued or loans into shares in the Company; or
 - ii. To subscribe for shares in the Company.

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term;

- i) Either has been approved by the Central Government before the issue of debenture or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and
- ii) In the case of debenture or loans or other than debentures issued to. Or loans obtained from the Government or any institution specified by the Central Government in this behalf, has also been approved by the special resolution passed in the General Meeting before the issue of the loans.

17. Shares at the Disposal of the Directors:

Subject to the provisions of Section 81 of the Act and these Articles, the shares in the Capital of the Company for the time being shall be under the Control of the Directors who may issue, allot or otherwise dispose off the same or any of them to such person, in such proportion and on such terms and conditions and either at a or at a par or (subject to the compliance with the provision of 79 of the Act) at a discount and at such time as they may from time to time think fit and for such time as they may from time to time fit with sanction of the Company in the General Meeting to give to any person the option or right to call for any shares either at par or premium during such time and for such consideration as the directors think fit, and may issue and allot shares in the Capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any share which may to be fully paid shares.

Provided that option or right to call of shares shall not be given to any person without the sanction of the Company in the General Meeting.

18. Power also to company in General meeting to issue shares:

In addition to and without derogating from the powers for that purpose conferred on the Board under Articles 15 and 16, the Company in General Meeting may, subject to the provisions of Section 81 of the Act, determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to any person (whether a Member or not) in such proportion and on such terms and conditions and either (subject to compliance

with the provisions of Sections 78 and 79 of the Act) at a premium or at par or at a discount, as such General Meeting shall determine and with full power to give any person (whether a Member or not) the option to call for or be allotted shares of any class of the Company either (subject to compliance with the provisions of Sections 78 and 79 of the Act) at a premium or at par, or at a discount such option being exercisable at such times and for such consideration as may be directed by such General Meeting or the Company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares.

19. Acceptance of Shares:

Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register shall, for the purposes of these Articles, be a Member.

20. Deposit & Call etc. to be debt payable immediately:

The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them, shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

21. Liability of Members:

Every Member, or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require or fix for the payment thereof.

22. Shares Certificates:

Every Member shall be entitled, without payment to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the directors so approve (upon paying such fee as the Directors so time determine) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within two months of the receipt of application of registration of transfer, transmission, subdivision, consolidation or renewal of any of its shares as the case may be. Every certificates of shares shall be under the seal of the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe and approve, provided that in respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holder.

23. Renewal of Shares certificate:

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every certificate under the article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for Issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer. Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable thereof in this behalf. The provision of this Article shall mutatis mutandis apply to debentures of the company

24. The first named of joint holders deemed sole holder:

If any share stands in the names of two or more persons, the person first named in the Register shall, as regards receipts of dividends or bonus or service of notices and all or any other matter connected with the Company, except voting at Meetings, and the transfer of the shares, be deemed the sole holder thereof but the joint-holders 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 and for all incidents thereof according to the Company's regulations.

25. Company not bound to recognize any interest in share other than that of registered holder:

Except as ordered by Court of competent jurisdiction or as by law required, the Company shall not be bound to recognize any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than absolute right thereto, in accordance with these Article in the person from time to time registered as the holder thereof but the Board shall be at liberty at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them.

26. Declaration by person not holding beneficial interest in any shares:

(1) Notwithstanding anything herein contained a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in Company, but who does not hold the beneficial interest in such share, shall, if so required by the Act, within such time and in such form as may be prescribed, make a declaration to the Company specifying the name and other particulars of person or persons who hold the beneficial interest in such share in the manner provided in the Act;

(2) A person who holds a beneficial interest in a share or a class of shares of the Company shall, if so required by the Act, within the time prescribed, after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person in whose name the shares stand in the Register of Members of the Company and such other particulars as may be prescribed as provided in the Act;

(3) Whenever there is change in the beneficial interest in a share referred to above, the beneficial owner shall, if so required by the Act, within the time prescribed, from the date of such change, make a declaration to the Company in such form and containing such particulars as may be prescribed in the Act:

27. Funds of company may not be applied in purchase of shares of company:

None of the funds of the Company shall be applied in the purchase of any shares of the Company, and it shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the company or in its holding company save as provided by section 77 of the Act.

DEMATERIALISATION OF SECURITIES

28. Dematerialization of securities

(A) Either on the Company or on the investor exercising an option to hold his securities with a Depository in a dematerialised form, the Company shall enter into an agreement with the Depository to enable the investor to dematerialise the securities, in which event the rights and obligations of the parties concerned shall be governed by the Depositories Act.

(B) Options to receive security certificates or hold securities with depository every person subscribing to securities offered by the Company shall have the option to receive the security certificates or hold securities with a depository. Where a person opts to hold a security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of such information the depository shall enter in its record the name of the allottee as the beneficial owner of that security.

~~(B) Every person subscribing securities offered by hold securities with depository~~

(C) Securities with depositories to be in fungible form

All securities held by a depository shall be dematerialised and shall be in a fungible form. Nothing contained in Sections 153, 187C and 372A of the Act shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.

(D) Rights of depositories and beneficial owners

(1) Notwithstanding anything to the contrary contained in the Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.

(2) Save as otherwise provided in (1) above, the depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it.

(3) Every person holding equity share capital of the Company and whose name is entered as beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner shall be entitled to all the rights and benefits and be subjected to all the liabilities in respect of the securities held by a depository.

(E) Depository to furnish information

Every depository shall furnish to the Company information about the transfer of securities in the name of the beneficial owners at such intervals and in such manner as may be specified by the bye laws and the Company in that behalf.

(F) Option to opt out in respect of any security

If a beneficial owner seeks to opt out of a depository in respect of any security, the beneficial owner shall inform the depository accordingly.

The depository shall, on receipt of intimation as above, make appropriate entries in its records and shall inform the Company.

The Company shall, within thirty (30) days of the receipt of intimation from the depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the beneficial owner or the transferee as the case may be.

(G) Section 83 and 108 of the Act not to apply

Notwithstanding anything to the contrary contained in the Articles.

(1) Section 83 of the Act shall not apply to the shares held with a depository.

(2) Section 108 of the Act shall not apply to transfer of security effected by the transferor and the transferee both of whom are entered as beneficial owners in the records of a depository.

(H) Service of documents

Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.

(I) Allotment of securities dealt within a depository Notwithstanding anything in the Act or these Articles where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.

(J) Distinctive numbers of securities held in a depository

Nothing contained in the Act or these Articles regarding the necessity of having distinct numbers for securities issued by the Company shall apply to securities held with a depository.

(K) Register and Index of beneficial owners

The Register and index of beneficial owners maintained by a depository under, the Depositories Act, 1996 shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

(L) Notwithstanding anything contained in the Act and Article 26 hereof, where any declaration referred to above is made to the Company, the Company shall, if so required by the Act, make a note of such declaration in the Register of Members and file within the time prescribed from the date of receipt of the declaration a Return in the prescribed form with the Registrar with regard to such declaration.

UNDERWRITING AND BROKERAGE

29. Commission may be paid:

Subject to the provisions of Section 76 of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolute or conditional) for any shares or debentures in the Company, but so that the commission shall not exceed in the case of shares five per cent of the price at which the shares are issued and in the case of debentures two and a half per cent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares, debentures or debenture stock or partly in one way and partly in the other.

30. The Company may pay a reasonable sum for brokerage on any shares, debentures or debenture stock.

INTEREST OUT OF CAPITAL

31. Interest may be paid out of capital:

Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building, or the provision of any plant, which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid up, for the period, at the rate and subject to the conditions and restrictions provided by Section 208 of the Act and may charge the same to capital as part of the cost of construction of the work or building, or the provision of plant.

CALLS

32. a. Directors may make calls: The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at Meeting of the Board (and not by circular resolution) make such calls as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively or each Member shall pay the amount of every call so made on him to the person or persons and at the time and places appointed by the Board. a call may be made payable by installments.

b. Calls on shares to be on uniform basis: When any calls for further share capital are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class. For the purpose of this Article, shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.

c. Installments on shares to be duly paid: 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 registered holder of the share or his legal representative.

33. Notice of calls:

Fifteen days' notice in writing of any call shall be given by the Company specifying the time and place of payment and the person or persons to whom such call shall be paid.

34. Calls to date from resolution:

A call shall be deemed to have been made at the time when the resolution authorising such call was passed at Meeting of the Board.

35. Call may be revoked or postponed:

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

36. Liability of joint-holders:

The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

37. Directors may extend time:

The Board may, from time to time at its 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 from residence at a distance or other cause, the Board may deem fairly entitled to such extension but no Member shall be entitled to such extension save as a matter of grace and favour.

38. Calls to carry interest:

The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable. The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the company

39. Sums deemed to be calls:

Any sum, which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

40. Proof on trail of suit for money due on:

On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the company 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, at or subsequently to the date at which the money is sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered; 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 representatives sued in pursuance of these Articles; and that it shall not be necessary to prove the appointment of the Directors who made such call, nor, that a quorum of Directors was present at the Board at which any call was made nor that a Meeting at which any call was made was duly convened or constituted nor any other matters whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

41. Partial payment not to preclude forfeiture:

Neither 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 the payment of any such money, shall preclude the Company from thereafter proceedings to enforce a forfeiture of such shares as hereinafter provided.

42. Payment in anticipation of calls may carry interest:

(1) The Directors may, if it thinks fit, subject to the provisions of section 92 of the Act, agree to and receive from any Member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond , the sums, actually called for and upon the amount so paid or satisfied in advance or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advance are made, the company may pay interest at such rate, as the Member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable. The provisions of these Articles shall mutates mutandis apply to the calls on debentures of the company.

LIEN**43. Company to have lien on shares / Debentures:**

The company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the

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

44. As to enforcing lien by sale:

For the purpose of enforcing such lien the Board may sell the shares subject thereto to such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorise one of their number to execute a transfer thereof on behalf and in the name of such Member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such Member or his representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

45. Application of proceeds of sale:

The net proceeds of any such 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 shares before the sale) be paid to the persons entitled to the shares at the date of the sale.

FORFEITURE OF SHARES

46. If money payable on shares not paid, notice to be given to members:

If any Member fails to pay any call or installment of a call, on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call or installment remains unpaid, give notice to him 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 such non-payment.

47. Form of notice:

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 calls or installment and such interest thereon at such rate not exceeding 9 percent or 6 percent over the lending of the Reserve Bank of India prevailing from time to time whichever is higher, per annum as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that in the event of the non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited.

48. In default of payment, shares to be forfeited:

If the requirements of any such notice as aforesaid shall not be complied with, every or 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 expense due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends, declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

49. Notice of forfeiture to a member:

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

50. Forfeited shares to be property of the company & may be sold etc:

Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.

51. Members still liable to pay money owing at time of forfeiture and interest:

Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate not exceeding 9 per cent, or 6 per cent over the lending rate of the Reserve Bank of India prevailing from time to time, whichever is higher, per annum as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.

52. Effect of forfeiture:

The forfeiture of a share shall involve extinction, at the time of the forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.

53. Evidences for forfeiture:

A declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles 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.

54. Validity of sale under article 44 & 50:

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 shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares, 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.

55. Cancellation of share certificates in respect of forfeited shares:

Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.

56. Power to annual forfeiture:

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

TRANSFER AND TRANSMISSION OF SHARES**57. Register of Transfers:**

The Company shall keep a "Register of Transfers", and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.

58. Form of transfer:

The instrument of transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

59. Transfer form to be completed and presented to the company:

The Instrument of Transfer duly stamped and executed by the Transferor and the Transferee shall be delivered to the Company in accordance with the provisions of the Act. The Instrument of Transfer shall be accompanied by such evidence as the Board may require to prove the title of Transferor and his right to transfer the shares and every registered instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. The Transferor shall be deemed to be the holder of such shares until the name of the Transferee shall have been entered in the Register of Members in respect thereof before the registration of transfer, the certificate or certificates of the shares must be delivered to the Company.

60. Transfer Books and Register of Members when closed:

The Board shall have power on giving not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the office of the Company is situated to close the Transfer Books, the Register of Members or Register of Debenture Holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year.

(a) Directors may refuse to register transfer:

Subject to the provisions of Section 111 of the act and section 22A of the securities contracts (regulation) Act, 1956, the directors may, at their own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the company but in such cases, the directors shall within one month from the date on which the instrument of transfer was lodged with the

company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the company on any account whatsoever except when the company has a lien on the shares. Transfer of shares/ debentures in whatever lot shall not be refused.

61. Notice of application when to be given:

Where, in the case of partly paid shares, an application for registration is made by the Transferor; the Company shall give notice of the application to the Transferee in accordance with the provisions of Section 110 of the Act.

62. Death of one or more joint holders of shares:

Subject to Article 26 hereof in the case of the death of any one or more of the persons named in the Register of Members as the joint-holders of any share, the survivor or survivors shall be the only persons recognized 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 a deceased joint holder from any liability on shares held by him jointly with any other person.

63. Title to shares of deceased members:

In the absence of a nomination recorded in accordance with Section 109A of the Act, which shall, in any event, have precedence, the executors or administrators or holders of a Succession Certificate or the legal representatives of a deceased Member (not being one or two more joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such Member and the Company shall not be bound to recognize such executors or administrators or Holders of a Succession Certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained Probate or Letters of Administration or Succession Certificate, as the case may be, from a duly constituted Court in the Union of India provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of Probate or Letters of Administration or Succession Certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and under Article 66 register the name of any person who claims to be absolutely entitled to the shares standing in the name of deceased member, as a Member.

64. No transfer to minor etc:

No. share shall in any circumstances be transferred to any minor, insolvent or person of unsound mind.

65. Compliance with the Estate Duty Act, 1953:

If any Member of the Company dies, and the Company through any of its principal officers within the meaning of the Estate Duty Act, 1953, has knowledge of the death, it shall not be lawful for the Company to register the transfer of any shares standing in the name of the deceased Member unless the Company is satisfied that the Transferee has acquired such shares for valuable consideration or there is produced to it a certificate from the Controller, Deputy Controller, or Assistant Controller of Estate

Duty that either the Estate Duty in respect thereof has been paid or will be paid or none is due as the case may be. Where the Company has come to know through any of its principal officers of the death of any Member, the Company shall, within three months of the receipt of such knowledge, furnish to the Assistant Controller, the Deputy Controller or Controller of Estate Duty who is exercising the functions of the Income-tax Officer under the Income-tax Act in relation to the Company, such particulars as may be prescribed by the Estate Duty Rules, 1953.

66. Registration of person entitled to shares otherwise than by transfer:

Subject to the provisions of the Act and Articles 62 and 63, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any member, or by any lawful means other than by a transfer in accordance with these Articles, may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such title as the Board thinks sufficient, either be registered himself as the holder of the shares or elect to have some person nominated by him and approved by the Board registered as such holder; provided nevertheless, that if such person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an Instrument of Transfer in accordance with the provisions herein contained, and until he does so, he shall not be freed from any liability in respect of the shares.

67. Person entitled may receive dividend without being registered as member:

A person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends or money as hereinafter provided, be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share.

68. Fee on transfer or transmission:

No fee shall be charged for registration of transfer, transmission, probate, succession certificate and Letters of administration, Certificate of Death or Marriage, Power of Attorney or similar other document.

69. Company not liable for disregard of a notice prohibiting registration of transfer:

The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice 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 to do so, though it may have been entered or referred to in some book 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 Board shall so think fit.

**COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO
MEMBERS**

70. Copies of Memorandum and Article of Association to be send by the company:

Copies of the Memorandum and Articles of Association, of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every Member at his request within seven days of the request on payment of the sum of Rupee one for each copy.

BORROWING POWERS

71. Power to Borrow:

If so required by the Act the Board may, from time to time at its discretion by a resolution passed at a meeting of the Board, accept deposits from Members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company. Provided, however, where the moneys to be borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) the Board shall not borrow such moneys without the consent of the Company in General Meeting.

72. Payment or repayment of moneys borrowed:

Subject to the provisions of the Act and these Articles, the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Special Resolution shall prescribe including by the issue of Debentures or Debenture-stock 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 and Debentures, Debenture-Stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

73. Terms of Issue of Debentures:

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

74. Register of Mortgages etc. to be kept:

The Board shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company; and shall cause the requirements of Sections 118, 125 and 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with so far as they fall to be complied with by the Board.

75. Register & Index of Debenture Holders:

The Company shall, if at any time issues Debentures, keep a Register and Index of Debenture Holders in accordance with Section 152 of the Act. The Company shall have the power to keep in any State or country outside India a branch Register of Debenture Holders resident in that State or country.

CONVERSION OF SHARES INTO STOCK AND RECONVERSION**76. Shares may be converted in to stock:**

The Company in General Meeting may convert any paid-up shares into stock; and when any shares shall have been converted into stock, the several holders of such stock may henceforth transfer their respective interest therein, or any part of such interest, in the same manner and subject to the same regulations as, and subject to which shares from which the stock arise might have been transferred, if no such conversion had taken place, or as near thereto as circumstances will admit. The Company in General Meeting may at any time reconvert any stock into paid-up shares of any denomination.

77. Right of stock holders:

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 of winding-up) shall be conferred by any amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

MEETINGS OF MEMBERS**78. Annual General Meeting:**

The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year. All General Meetings other than Annual General Meetings shall be called Extra-Ordinary General Meetings. An Annual General Meeting of the Company shall be held within six months after the expiry of each financial year, provided that not more than fifteen months shall lapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under provisions of Section 166(1) of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called for a time during business hours, on a day that is not a public holiday, and shall be held at the Office of the Company or at some other place within the city in which the Office of the Company is situated as the Board may determine and the Notices calling the Meeting shall specify it as the Annual General Meeting. The Company may in any one Annual General Meeting fix the time for its subsequent Annual General Meeting. Every Member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor. At every Annual General Meeting of the Company there shall be laid on the table the Directors Report and Audited

Statement of Accounts, Auditors' Report (if not already incorporated in the Audited Statement of Accounts), the Proxy Register with proxies and the Register of Directors' shareholdings which latter Register shall remain open and accessible during the continuance of the Meeting. The Board shall cause to be prepared the Annual List of Members, Summary of Share Capital, Balance Sheet and Profit and Loss Account and forward the same to the Registrar in accordance with Sections 159, 161 and 220 of the Act.

79. Extra-Ordinary General meeting:

The Board may, whenever it thinks fit, call all Extra ordinary General Meeting and it shall do so upon a requisition in writing by any Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital as at that date carries the right voting in regard to the matter in respect of which the requisition has been made.

80. Requisition of members to state object of meeting:

Any Valid requisition so made by Members must state the object or objects of the Meeting proposed to be called and must be signed by the requisitionists and be deposited at the office of the Company provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.

81. On receipt of requisition Directors to call meeting & in default requisitionists may do so:

(a) Upon the receipt of any such requisition, the Board shall forthwith call an Extra-Ordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Office to cause a Meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists or such of their number as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in Section 169(4) of the Act, whichever is less, may themselves call the Meeting, but in either case any Meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.

(b) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board 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 any sums due or to become due from the Company, by way of fees or other remuneration for their services to such of the Directors as were in default.

82. Meeting called by Requisitionists:

Any meeting called, under the foregoing Articles 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.

83. Annual Return

The Company shall comply with the provision of section 159 of the Act regarding the filling up of Annual Return and the provisions of Section 161 of the Act as regards the annual return and certificate to be annexed thereto.

84. When Register of Members and Debentures may be closed

The Company may by giving not less than seven days previous notice by the advertisement in some newspapers circulating the district in which the registered

office is situate, close Register of Members or the Register of Debenture holders , as the case may be for any period not exceeding , in the aggregate , forty five days in each year but not exceeding thirty days at a time.

85. Circulation of the Member's Resolution

The Company shall comply with the provisions of section 188 of the Act as to giving notice of the resolutions and circulating the statements on the requisition of members.

86. Twenty-one days notice of meeting to be given:

Twenty-one days notice at the least of every General Meeting, Annual or Extraordinary, and by whomsoever called specifying the day, place and hour of Meeting, and the general nature of the business to be transacted thereat, shall be given in the manner hereinafter provided, to such persons as are under these Articles entitled to receive notice from the Company. Provided that in the case of an Annual General Meeting with the consent in writing of all the Members entitled to vote thereat and in case of any other Meeting, with the consent of Members holding not less than 95 per cent of such part of the paid-up share capital of the Company as gives a right to vote at the Meeting, a Meeting may be convened by a shorter notice. In the case of an Annual General Meeting, if any business other than (1) the consideration of the Accounts, Balance Sheets and Reports of the Board of Directors and Auditors, (2) the declaration of dividend, (3) the appointment of Directors in place of those retiring, (4) the appointment of, and fixing of the remuneration of the auditors, is to be transacted, and in the case of any other Meetings in any event there shall be annexed to the notice of the Meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any therein of every Director and the Manager (if any). Where any such item of special business relates to, or affects any other company, the extent of shareholding interest in that other company of every Director and the Manager, If any, of the Company shall also be set out in the statement if the extent of such shareholding interest is not less than 20 percent of the paid-up share capital of that other company. Where any item of business consists of the according of approval to any document by the Meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

87. Omission to give notice not to invalidate a resolution passed:

The accidental omission to give any such notice as aforesaid to any of the Members, or the non-receipt thereof, shall not Invalidate any resolution passed at any such Meeting.

88. Meeting not to transact business not mentioned in notice:

No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.

89. Quorum at general meeting:

Five members present in person shall be a quorum for a General Meeting. No business shall be transacted at any General Meeting unless the requisite quorum shall be present of the commencement of the meeting.

90. Body Corporate deemed to be personally present:

A body corporate being a member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act.

91. If quorum not present meeting to be dissolve or adjourned:

If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of members shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day and at such other time and place in the city or town in which the Office of the Company is for the time being situated, as the Board may determine, and if at such adjourned Meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the Meeting, the Members present shall be a quorum, and may transact the business for which the Meeting was called.

92. Chairman of General meeting:

The Chairman of the Board of Directors shall be entitled to take the chair at every General Meeting, whether annual or extraordinary. If there be no such Chairman of the Board of Directors, or if at any Meeting he shall not be present within fifteen minutes of the time appointed for holding such Meeting or if he shall be unable or unwilling to take the chair then the Members present shall elect another Director as Chairman, and if no Director be present or if all the Directors present decline to take the chair, then the Members present shall elect one of their number to be Chairman.

93. Business confined to election of chairman whilst chair vacant:

No business shall be discussed at any General Meeting except the election of a Chairman, whilst the chair is vacant.

94. Chairman with consent may adjourn meeting:

The Chairman with the consent of the Members may adjourn any Meeting from time to time and from place to place in Mumbai, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

95. Resolution how carried:

At any General Meeting unless a poll (before or on declaration of the result of voting on any Resolution on show of hands), is ordered to be taken by the Chairman of the meeting on his own motion or on a demand made in that behalf by member or members present in person or by proxy and holding shares in the Company which confer power to vote on the Resolution not being less than one-tenth of the total voting power in respect of the Resolution, or on which an aggregate sum of not less than fifty thousand rupees has been paid up, a declaration by the Chairman that a Resolution has or has not been carried, or has or has not been carried either unanimously or by a particular majority, and an entry to that effect in the books containing the minutes of the proceedings of the General Meeting of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of, or against a Resolution. The demand for poll may be withdrawn at any time by the person or persons who made the demand.

96. Chairman casting vote:

In the case of an equality of votes, the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the vote or votes to which he may be entitled as a Member, or as proxy of a Member or attorney.

97. Poll to be taken if demanded:

If a poll is demanded as aforesaid the same shall subject to Article 106 be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the city or town in which the Office of the Company is for the time being situate and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

98. Chairman of the Meeting, if poll demanded

In case the poll is demanded as mentioned aforesaid then the Chairman shall be appointed in the same manner as mentioned in section 175(1) of the Act unless the articles of the Company otherwise provide for the election of chairman on demand of poll at the Meeting

99. Scrutinizers at poll:

Where a poll is to be taken, the Chairman of the Meeting shall appoint two scrutinizers to scrutinize the vote given on the poll and to report thereon to him. One of the scrutinizers so appointed shall always be a Member (not being an officer or employee of the Company) present at the Meeting, provided such a Member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutinizer from office and fill vacancies in the office of scrutinizer arising from such removal or from any other cause.

100. In what case poll taken without adjournment:

Any poll duly demanded on the election of a Chairman of a Meeting or an any question of adjournment shall be taken at the Meeting forthwith.

101. Demand for poll not to prevent transaction of other business:

The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which the poll has been demanded.

102. Resolution requiring Special Notice

(a) Where under any provisions of the Act or in the articles special notice is required of any resolution notice of such intention of intention to move the resolution shall be given to the Company not less than fourteen days before the meeting at which it is to be moved, exclusive of the day on which the notice is served on which the notice is served or deemed to be served and the date of meeting.

(b) The Company shall immediately after receipt of notice of intention to move any resolution as aforesaid give its members notice of the resolution in the same manner as it gives the notice of the meeting or in case it is not practicable then notice shall be given either by the advertisement in the newspaper having an appropriate circulation or in any other appropriate mode suggested by its articles not less than seven days before the meeting.

VOTES OF MEMBERS

103. Members in arrears not to vote:

No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of share holders either upon a show of hands or upon a poll in respect of any Shares registered in his name on which any call or other sums presently payable by him have not been paid in regard to which the Company has, and has exercised, an right of lien.

104. Number of votes to which member entitled:

(a) Subject to the provisions of the Act and these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of share for the time being forming part of the capital of the Company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and vote at such Meeting, and on a show of hands every Member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company. Provided, however, if any Preference Shareholder be present at any Meeting of the Company, save as a provided in Clause (b) of sub-section (2) of Section 87 of the Act, he shall have a right to vote only on resolutions placed before the Meeting which directly affect the rights attached to his Preference Shares.

(b) Provided that the holders of Preference Shares shall have no right to vote either in person or by proxy at any general meeting

by virtue or in respect of their holdings of Preference Shares, unless the preference dividend due on such Preference Shares or any part of such dividend remained unpaid in respect of an aggregate period of not less than two years preceding the date of commencement of the meeting or unless a resolution is appeared directly affecting the rights or privileges attached to such Preference Shares.

(c) Any resolution for winding up the Company or for the payment or reduction of its share capital shall be deemed directly to affect the rights attached to Preference shares within the meaning of these Articles.

105. Casting of Votes by members entitled to more than 1 vote:

On a poll taken at a Meeting of the Company a Member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his vote or cast in the same way all the votes he uses.

106. How members non compo mentis and minor may vote:

A Member of unsound mind or in respect of whom an order has been made by any

Court having jurisdiction in lunacy may vote, whether on a show of hands or on a poll by his committee or other legal guardian; and any such committee or guardian may, on poll vote by proxy, if any Member be a minor, the vote in respect of his Share or shares shall be by his guardian, or any one of his guardians if more than one, to be selected in case of dispute by the Chairman of the Meeting.

107. Votes of joint members:

If there be joint registered holders of any shares, any one of such persons may vote at any Meeting or may appoint another person (whether a Member or not) as his proxy in respect of such shares, as if he were solely entitled thereto but the proxy so appointed shall not have any right to speak at the Meeting and, if more than one of such joint-holders be present at any Meeting, that one of the said persons so present whose name stands higher on the Register shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint-holders shall be entitled to be present at the Meeting. Several executors or administrators of a deceased Member in whose name shares stand shall for the purpose of these Articles be deemed joint-holder thereof.

108. Votes in person or by proxy:

Subject to the provisions of these Articles votes may be given either personally or by proxy. A body corporate being a Member may vote either by a proxy or by a representative duly authorised in accordance with Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were an individual Member.

109. Postal Ballot:

In the case of resolution relating to such business as the Central Government may, by notification, declare to be conducted only by postal ballot, the Company shall get such resolutions passed by means of a postal ballot, instead of transacting such business in the general meeting of the Company. Where the Company is required to, or decides to, as the case may be, get a resolution passed by means of a postal ballot, the provisions of section 192 A of the Act and the rules framed there under shall be complied with.

110. Votes in respect of shares of deceased & insolvent member:

Any person entitled under Article 66 to transfer any share may vote at any General Meeting in respect thereof in same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the Meeting or adjourned Meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.

111. Appointment of Proxy:

Every proxy (whether a Member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a corporate body under the Common Seal of such corporation, or be signed by an office or any attorney duly authorised by it, and any Committee or guardian may appoint such proxy. The proxy so appointed shall not have the right to speak at the meetings

and should not be entitled to vote except on a poll.

112. Proxy either for specified meeting or for a period:

An instrument of proxy may appoint a proxy either for the purpose of a particular Meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every Meeting of the Company, or of every Meeting to be held before a date specified in the instrument and every, adjournment of any such Meeting.

113. Proxy to Vote only on a Poll:

A Member present by proxy shall be entitled to vote only on a poll.

114. Deposit or instrument of Appointment:

The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the Office not later than forty-eight hours before the time for holding the Meeting at which the person named in the instrument proposes to vote, and in default the instrument or proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

115. Form of Proxy:

Every instrument of proxy whether for a specified Meeting or otherwise shall, as nearly as circumstances will admit, be in any of the forms set out in Schedule IX of the Act.

116. Validity of votes given by Proxy notwithstanding death of member:

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 revocation of the proxy or of any power of attorney under which such proxy was signed, or the transfer of the shares in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the Meeting.

117. Time for objection of votes:

No objection shall be made to the validity of any vote, except at any Meeting or poll at which such vote shall be so tendered, and every vote whether given personally or by proxy, not disallowed at such Meeting or poll shall be deemed valid for all purposes of such Meeting or poll whatsoever.

118. Chairman of meeting to be the judge of validity of any vote:

The Chairman of any Meeting shall be the sole judge of the validity of every vote tendered at such Meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

119. Minutes of general meeting and inspection thereof by members:

i) The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such Meeting concerned, entries thereof in books kept for the purpose with their pages consecutively numbered.

- ii) Each page of every such book shall be initialed or signed and the last page of the record of proceeding of each Meeting in such book shall be dated and signed by the Chairman of the same Meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.
- iii) In no case the minutes of proceedings of a Meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- iv) The minutes of each Meeting shall contain a fair and correct summary of the proceedings thereat.
- v) All appointments of Officers made at any Meeting aforesaid shall be included in the minutes of the Meeting.
- vi) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter whatsoever in the particular a matter which in the opinion of the Chairman of the Meeting (a) is or could reasonably be regarded as, defamatory of any person, or (b) is irrelevant or immaterial to the proceedings, or (c) is detrimental to the interests of the Company. The Chairman of the Meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds or otherwise.
- vii) Any such minutes shall be evidence of the proceedings recorded therein.
- viii) The book containing the minutes of proceedings of General Meetings shall be kept at the Office of the Company and shall be open during business hours, for such periods not being less in the aggregate than two hours in each day as the Directors determine, to the inspection of any Member without charge.

DIRECTORS

120. Number of Directors:

Until otherwise determined by a General Meeting of the Company and subject to the provisions of section 252 of the Act, the number of Directors (excluding Debenture Ex-Office and alternate Directors) shall not be less than three or more than twelve.

121. (A) Appointment & Election of Directors:

- (a) The Managing Director of the Company for the time being shall not be liable to retire by rotation.
- (b) All Directors other than the non-retiring Director shall be elected by the shareholders of the Company in General Meeting and shall be liable to retirement by rotation as herein provided.

(B) First Directors

The first Directors of the company will be

1. Mr. Madhukar Kumar Deo
2. Mr. Parmesh Ranjan
3. Ms. Jaishri Chandel

122. Power to appoint ex-officio directors:

Subject to the provisions of Section 255, of the Act whenever the Directors enter into a contract with any government, Central, State or Local, or any person or persons for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or enter into any other arrangement whatsoever the Directors shall have, subject to the provisions of Section 255 of the Act, the power to agree that such government, person or persons 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 conditions as may be mentioned in the Agreement and that such Director or Directors may not be liable to retire nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the government, person or persons entitled to appoint or nominate them and such person or persons 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 whatever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including the payment of remuneration and traveling expenses to such Director or Directors as may be agreed by the Company with such person or persons aforesaid.

123. Debenture Directors:

If it is provided by the Trust Deed, securing or otherwise, in connection with any issue of debentures of the Company, that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as Debenture Director. A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares.

124. Appointment of Alternate Director:

The Board may appoint an Alternate Director to act for a Director (hereinafter called the "Original Director") during his absence for a period of not less than three months from the state in which the Meetings of the Board are ordinarily held. An alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director return to that state. If the term of office of the Original Director is determined before he so returns to that state, any Provisions in the Act or in these Articles for the automatic reappointment of retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director.

125. (1) Directors power to fill casual vacancy: Subject to the provisions of Sections 262, 264 and 284 (6) of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date

upto which the Directors in whose place he is appointed would have held office if it had not been vacated by him.

(2) Additional Directors: Subject to the provisions of Sections 260 and 264 the Board shall have the power at any time and from time to time appoint any other qualified person to be an Additional Director but so that the total number of Directors shall not at any time exceed the maximum fixed under Article 120 Any such Additional Director shall hold office only upto the date of the next Annual General Meeting.

126 . Qualification of Directors:

A Director shall not be required to hold any share qualification.

127. Remuneration of Directors:

(1) Subject to the applicable provisions of the Act, Managing Director or Director, who is in the whole time employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.

(2) Subject to the provisions of the Act, a Director, who is neither in the whole-time employment nor a Managing Director may be paid remuneration either:

(i) by way of monthly, quarterly or annual payment with the approval of the Central Government; or

(ii) by way of commission if the Company by a special resolution authorised such payment.

(3) the fee payable to a Director (including a Managing or whole-time Director, if any) for attending a Meeting of the Board or Committee thereof shall be such sum as the Board may determine from time to time, but not exceeding such sums as may be prescribed by Central Government under the Act, from time to time

(4) Remuneration for extra services rendered : If any Director, being willing, shall be called upon to perform extra services, or to make any special exertions in going or residing abroad, or otherwise for any of the purpose of the Company, the Company shall remunerate such Director in such manner as may be determined by the Directors, and such remuneration may be in addition to the fee payable to him under the preceding clause.

128. Traveling expenses incurred by Directors not a bonafide resident or by Director going out on company's business:

The Board may allow and pay to any Director, who is not a bonafide resident of the place where the Meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending any Meeting, such sum as the Board may consider fair compensation or for traveling, boarding, lodging and other expenses, in addition to his fee for attending such Meeting as above specified and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any traveling or other expenses incurred in connection with business of the Company.

129. Directors may act notwithstanding any vacancy:

The continuing Directors may act notwithstanding any vacancy in their body but if, and so long as their number is reduced below the maximum number fixed by Article 120 thereof, the continuing Directors not being less than three may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting, but for no other purpose.

130. When office of directors to become vacant:

Subject to Sections 283(2) of the Act the office of a Director shall become vacant if -

- 1) he is found to be of unsound mind by court of competent jurisdiction; or
- 2) he applies to be adjudicated as insolvent; or
- 3) he is adjudged an insolvent ; or
- 4) he fails to pay any calls made on him in respect of shares of the Company held by him , whether alone or jointly with others , within six months from the date fixed for the payment of such call unless the Central Government has by notification in the Official Gazette removed the disqualification incurred by such failure; or
- 5) he absents himself from three consecutive Meeting of the Directors or from all Meetings of the Directors for a continuous period of three months, whichever is longer, without leave of absence from the Board; or
- (6) he becomes disqualified by an order of the court under Section 203 of the Act; or
- (7) he is removed in pursuance of Section 284 of the Act; or
- (8) he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a partner or any private company of which he is a director, accepts a loan, or any guarantee or security for a loan, from the Company in contravention of Section 295 of the Act; or
- (9) he acts in contravention of section 299 of the act; or
- (10) he is convicted by a court of an offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months; or
- (11) having been appointed a Director by virtue of his holding any office or other employment in the Company, he ceases to hold such office or other employment in the Company; or
- (12) he resigns his office by a notice in writing addressed to the Company.

131. Director may contract with company:

(1) A Director or his relative, a firm in which such Director or relative is a partner, or any other partner in such firm, or a private company of which the Director is a Member or Director may enter into any contract with the Company for the sale, purchase or supply of any goods, materials, or services or for underwriting the subscription of any shares in, or debentures of the Company,

provided that, and if so required by the Act, if the paid-up share capital of the Company is not less than Rs. 1 crore, no such contract shall be entered into except with the previous approval of the Government of India and the sanction of the Board shall be obtained before or within three months of the date on which the contract is entered into in accordance with the provisions of the Act.

(2) No sanction shall, however, be necessary for -

(a) any purchase of goods and materials from the Company or the sale of goods or materials to the Company, by any such Director, relative, firm, partner; or private company as aforesaid for cash at prevailing market prices; or

(b) any contract or contracts between the Company on one side and any such Director, relative, firm, partner or private company on the other for sale, purchase or supply of any goods, materials and services in which either the Company or the Director, relative, firm, partner or private company, as the case may be, regularly trades or does business, where the value of the goods and materials or the cost of such services does not exceed Rs. 5,000/- in the aggregate in any year comprised in the period of the contract or contracts.

Provided that in circumstances of urgent necessity, a Director, relative, firm, partner or private company as aforesaid may without obtaining the consent of the Board enter into any such contract with the Company for the sale, purchase or supply of any goods, materials or services, even if the value of such goods or the cost of such services exceeds Rs. 5,000/- in the aggregate in any year comprised in the period of the contract if the consent of the Board shall be obtained to such contracts at a Meeting within three months of the date on which the contract was entered into.

132. Disclosure of interest:

A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a Meeting of the Board in the manner provided in Section 299(2) of the Act; Provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with 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 per cent of the paid-up share capital in any such other company.

133. General notice of interest:

A General Notice given to the Board by the Director, to the effect that he is a Director or member of a specified body corporate or is a Member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice, be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice, and no renewal thereof shall be of effect unless, either it 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.

134. Interested directors not to participate or vote in boards proceedings:

No Director shall as a Director, take any part in the discussion of, or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company, if he is in any way, whether directly or indirectly, concerned or interested in such contract or arrangement; not shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void; provided, however, that nothing herein contained shall apply to :-

(1) any contract of indemnity against any loss which the Directors, or any one or more of them, may suffer by reason of becoming or being sureties or a surety for the Company;

(2) any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely

(i) in his being -

(a) a Director of such company, and

(b) the holder of not more than share of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company, or

(ii) in his being a Member holding not more the 2% of its paid-up share capital.

135. Register of contracts in which directors are interested:

The Company shall keep a Register in accordance with Section 301(1) of the Act and shall within the time specified Section 301(2) of the Act enter therein such of the particulars as may be relevant having regard to the application thereto of Section 297 or Section 299 of the Act as the case may be. The Register aforesaid shall also specify, in relation to each Director of the Company the names of the bodies corporate and firms of which notice has been given by him under Article 143. The Register shall be kept at the office of the Company and shall be open to inspection at such office, and extracts may be taken there from and copies thereof may be required by any Member of the Company to the same extent, in the same manner, and on payment of the same fee as in the case of the Register of Members of the Company and the provisions of Section 163 of the Act shall apply accordingly.

136. Directors may be directors of companies promoted by the company:

A Director may be or become a Director of any Company promoted by the Company, or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any benefits received as Director or shareholder of such company except in so far as Section 309(6) or Section 314 of the Act may be applicable.

137. Rotation and retirement of Directors:

(a) Subject to the provisions of Sections 256 and 268 of the Act, and subject also to Article 127, one-third of the total number of Directors shall not be liable to retire by rotation; such Directors not liable to retire by rotation shall be appointed accordingly by the Company in a general meeting.

(b) At every Annual General Meeting of the Company, 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, the number nearest to one-third shall retire from office. The non-retiring Directors and Debenture Directors, if any, shall not be subject to retirement under this clause and shall not be taken into account in determining the rotation of retirement or the number of Directors to retire.

138. Ascertainment of directors retiring by rotation & filing of vacancies:

Subject to Section 256 (2) of the Act and these Articles 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 became Directors on the same day, those who are to retire, shall, in default of and subject to any agreement among themselves, be determined by lot.

139. Eligibility for re-election:

Retiring Director shall be eligible for re-election.

140. Company to appoint successors:

(a) Subject to Section 258 of the Act the Company at the General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.

(b) At any general meeting of the Company, a motion: shall not be made for the appointment of two or more person as Directors of the Company by a single resolution, unless resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.

(c) A resolution moved in contravention of sub-article (b) of this Article shall be void whether or not objection was taken at the time of its being so moved; Provided that where resolution so moved is passed, no provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply.

(d) For the purpose of this Article, a motion for approving a person's appointment or for nominating a person for appointment shall be treated as a motion for his appointment.

141. Provision in default Appointment:

(1) If the place of the retiring Director is not filled up and the Meeting has not expressly resolved not to fill 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 public holiday, till the next succeeding day which is not a public holiday, at the same

time and place.

(2) 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 been re-appointed at the adjourned Meeting, unless -

- (a) at that Meeting or at the previous Meeting a resolution for the reappointment of such Director has been put to the Meeting and lost;
- (b) the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so reappointed;
- (c) he is not qualified or is disqualified for appointment
- (d) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or
- (e) the proviso to sub-section (2) of Section 263 of the Act is applicable to the case.

142. Company may increase or reduce the number of directors:

Subject to Section 259 of the Act the Company in General Meeting by special Resolution, from time to time, increase or reduce the number of Directors, and may alter their qualifications and the Company may (subject to the provisions of Section 284 of the Act) remove any Director before the expiration of his period of office and appoint another qualified person instead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

143. Acts of Board or committee not valid notwithstanding informal appointment:

(1) No person, not being 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 or caused to be left at the office of the Company 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 that office along with a deposit of five hundred rupees which shall be refunded to such person or, as the case may be, to such member, if the Person succeeds in getting elected as Director.

(2) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 257 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the Company, the consent in writing to act as a Director, if appointed.

(3) A person other than a Director re-appointed after retirement by rotation or immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 262 of the Act, appointed as a Director or reappointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company, unless he has within thirty days of his appointment signed and filed with the

Registrar his consent in writing to act as such Director.

144. (1) Register of directors etc. & notification of change to registrar: The Company shall keep at its Office a Register, containing the particulars of its Directors, Managers, Secretaries, and other persons mentioned in Section 303 of the Act, and shall otherwise comply with the provisions of the said Section in all respects.

(2) Register of shares or debentures held by director: The Company shall in respect of each of its Directors also keep at its office a Register, as required by Section 307 of the Act, and shall otherwise duly comply with the provisions of the said Section in all respects.

145. (1) Discloser by director of appointment to any other body corporate:

Every Director (including a person deemed to be a Director by virtue of the Explanation to Sub-Section (1) of Section 303 of the Act), Managing Director, Manager or Secretary of the Company shall within twenty days of his appointment to any of the above offices in any other body corporate, disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under Sub-section (1) of Section 303 of the Act.

(2) Discloser by director of his holdings of shares and debentures of the company etc: Every Director and every person deemed to be a Director of the Company by virtue of sub-section (10) of Section 307 of the Act, shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that section.

MANAGING DIRECTOR

146. Managing Director:

(a) Subject to the provisions of the Act, the Directors may from time to time appoint one or more of their body to be the Managing Director or Directors of the Company and the remuneration payable to such Managing Director or Directors shall be determined by the Board of Directors, in accordance with and subject to the provisions of Sections 198 and 309 of the Act.

(b) A Managing Director so appointed shall exercise the powers and authorities conferred upon him by an agreement entered into between him and the Company and/or by a resolution of the Board and be subject to the obligations and restrictions imposed upon him thereby or by the Act.

147. Restriction on management:

The Managing Director or Managing Directors shall not exercise the powers to:-

- (1) Make calls on shareholders in respect of money unpaid on the shares in the Company;
- (2) Authorise the buyback referred to in the first proviso to clause (b) of sub-section (2) of section 77A
- (3) Issue debentures; and except to the extent mentioned in the resolution passed at the Board Meeting under Section 292 of the Act, shall also not exercise the powers to
- (4) borrow moneys

- (5) invest the funds of the Company; and
- (6) make loans.

148. Certain person not to be appointed managing director:

The Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing or whole-time Director who –

- (1) is an undischarged insolvent, or has at any time been adjudged an insolvent;
- (2) suspends, or has at any time suspended, payment to his creditors, or makes, or has at any time made, a composition with them; or
- (3) is, or has at any time been, convicted by a court of an offence involving moral turpitude.

149. Special Position of Managing Director:

A Managing Director shall ipso facto and immediately cease to be a Managing Director if he ceases to hold the Office of a Director

PROCEEDINGS OF THE BOARD OF DIRECTORS

150. Meetings of Directors:

Directors may meet together as a board for the dispatch of business from time to time and shall so meet at least once in every three months and at least four such Meetings shall be held in every year. The Directors may adjourn and otherwise regulate their Meetings as they think fit.

151. Notice of meetings:

Notice of every Meeting of the Board shall be given in writing to every Director for the time being in India and at his usual address in India to every other Director and in addition, to every Director resident outside India, written notice shall be given at his usual address outside India.

152. Quorum:

Subject to Section 287 of the Act, the quorum for a Meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third being round off as one) or two Directors, whichever is higher, provided that no quorum shall be formed or constituted at the meeting of Board of Directors and provided further that where at any meeting the number of interested Director exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number Directors who are not interested, present at the Meeting being not less than two, shall be the quorum during such time. For the purpose of the above,

- (1) "total strength" means the total strength of the Board of Directors of the Company as determined in pursuance of the Act, after deducting there from the number of the Directors, if any, whose places may be vacant at the time;
- (2) "interested director" means any Director whose presence cannot, by reason of this Article or any other provisions in the Act, count for the purpose of forming a quorum at a meeting of the Board, at the time of any discussion or vote on any matter.

153. Adjournment of meeting for want of quorum:

(a) If a meeting of the Board could not be held for want of quorum, then unless the Directors present at such meeting otherwise decide, the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the succeeding day which is not a public holiday at the same time and place.

(b) The Provisions of these Articles shall not be deemed to have been contravened merely by reason of the fact that a meeting of the Board which had been called in compliance with the terms of that Article could not be held for want of a quorum.

154. When meeting to be convened:

The Secretary shall, as and when directed by a Director to do so, convene a Meeting of the Board by giving a notice in writing to every other Director.

155. Chairman:

(a) The Board may elect a Chairman of its meeting and determine the period for which he is to hold office.

(b) If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.

156. Questions at Board meetings how decided:

Questions arising at Meetings of the Board of Directors or a Committee thereof shall be decided by a majority of votes and in the case of an equality of votes, the Chairman or in his absence the Vice-Chairman (if any) shall have a second or casting vote.

157. Powers of Board Meetings:

Certain power to be exercised by a board meeting only:

(a) A Meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or the Articles of the Company are for the time being vested in or exercisable by the Board generally.

(b) The Board shall exercise the following powers on behalf of the Company, and it shall do so only by means of resolutions passed at its meetings:

(i) the power to make calls on shareholders in respect of money unpaid on their shares;

(ii) the power to authorise the buy-back referred to in the first proviso to clause (b) of sub-section (2) of section 77A

(iii) the power to issue debentures;

(iv) the power to issue debentures;

(v) the power to borrow moneys otherwise than debentures;

(vi) the power to invest the funds of the Company;

(vii) the power to make loans;

Provided that the Board may, by a resolution passed at a meeting, delegate to any Committee of Directors or the Managing Agents of the Company, if any, or any other principal office or in the case of a branch office of the Company principal officer of the branch office the powers specified in sub-clauses (c), (d) and (e) to the extent specified in Section 292 of the Act.

158. Directors may appoint committee:

Subject to the restriction contained in Section 292 of the Act the Board may delegate any of their powers to Committees of the Board consisting of such member or members of its body as it thinks fit any committee so formed shall, in the exercise of the powers so delegated, conform to any regulation that may be imposed on it by the Board, and it may from time to time revoke and discharge any such Committee of the Board either wholly or in part and either as to persons or purpose but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulation that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purposes of the appointment but not otherwise, shall have the like force and effect as if done by the Board. 159.

(a) Meeting of committee to be governed: Subject to the provisions of these Articles, the Meetings and proceedings of any such Committee of the Board consisting of two or more Members shall be governed by the provisions herein contained for regulating the Meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.

(b) Chairman of committee: A committee may elect a chairman of its meetings.

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

(d) A committee may meet and adjourn as it thinks proper.

(e) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present. The Chairman shall have a second or casting vote.

160. Remuneration of members of committee:

The Board may, subject to the provisions of the Act, from time to time fix the remuneration to be paid to any member or members of their body, constituting a committee appointed by the Board in terms of these Articles and may pay the same.

161. Resolution by circulation:

No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee, then in India (not being less in number than the quorum fixed for a Meeting of the Board or Committee as the case may be) and to all other Directors or members of the Committee, at their usual address in India and has been approved by such of the Directors or members of the Committee as are then in India, or by a majority of such of them, as are entitled to vote on the resolution

162. Acts of Board or Committee valid notwithstanding informal appointment:

All acts done by any Meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; 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.

163. Minutes of proceeding of meetings of the board:

(1) The Company shall cause minutes of all proceedings of every Meeting of the Board and Committee thereof to be kept by making within thirty days of the conclusion of every such Meeting entries thereof in books kept for that purpose with their pages consecutively numbered.

(2) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each Meeting in such book shall be dated and signed by the Chairman of the said Meeting or the Chairman of the next succeeding Meeting.

(3) In no case the minutes of proceedings of a Meeting shall be attached to any such book as aforesaid by pasting or otherwise.

(4) The Minutes of each Meeting shall contain a fair and correct summary of the proceedings thereat.

(5) All appointments of officers made at any of the Meetings aforesaid shall be included in the Minutes of the Meeting.

(6) The minutes shall also contain -

(a) The names of the Directors present at the Meeting; and

(b) 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.

(7) Nothing contained in sub-clauses (1) to (6) shall be deemed to require the inclusion of any such Minutes of any matter 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.

The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the Minutes on the grounds specified in this sub-clause.

(8) Minutes of Meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

164. General Meeting hereto:

Where minutes of the proceedings of any general meeting where minutes of the proceedings of the Company or of meeting of its Board of Directors or of a committee of the Board have been made and signed in accordance with the provisions of Articles 127 and 133 then, until the contrary is proved, the meeting shall be deemed to have been duly called and held and all proceedings thereat to have duly taken place, and in particular, all appointments of directors or liquidators made at the meeting shall be deemed to be valid.

165. Power of Directors:

The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act, or any other act or by the Memorandum or by the Articles of the Company required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, to the provisions of the Act, or any other act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. Provided that the Board shall not, except with the consent of the Company in General Meeting -

- (1) sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
- (2) remit, or give time for the repayment of, any debt due by a Director;
- (3) invest otherwise than in trust securities the amount of compensation received by the Company in respect of the compulsory acquisition of any such undertakings as is referred to in clause (1), or of any premises or properties referred to in clause (1), or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;
- (4) borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), will exceed the aggregate of the paid-up capital of the Company and its free reserves that is to say, reserves not set apart for any specific purposes.

Provided further that the powers specified in Section 292 of the Act shall subject to these Articles be exercised only at a Meeting of the Board, unless the same be delegated to the extent therein stated; or

- (5) contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees, any amounts the aggregate of which will, in any financial year, exceed twenty-five thousand rupees or five per cent of its average net profits as determined in accordance with the provisions of Sections 349 and 350 of the Act during the three financial years immediately preceding, whichever is greater;
- (6) purchase or otherwise acquire any real estate, rights or privileges of a capital nature or sell or dispose of in any way any such property, rights or privileges;
- (7) undertake any manufacture or activity other than those enumerated in of sub-clause (3) of Clause III of the Memorandum of Association;

(8) give any guarantee or any indemnity in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company;

(9) fix any dividends;

(10) every resolution passed by the Company in general meeting in relation to the exercise of the power referred to in clause (4) shall specify the total amount upto which moneys may be borrowed by the Board under clause (4) or as the case may be, the total amount which may be contributed to charitable and other funds in any financial year under clause (5) the expression “temporary loans” means loans repayable on demand or within six months from the date of the loan such as short term cash credit arrangements, the discounting of bills and the issue of other short term loans of a seasonal character, but does not include loans raised for the purpose of financing expenditure of a capital nature.

166. Certain Power of the board:

Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the Directors shall have the following powers, that is to say, power -

(1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

(2) To pay and charge to the capital account of the Company and commission or interest lawfully payable there out under the provisions of Sections 76 and 208 of the Act.

(3) Subject to Sections 292, 297 of the Act, to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.

(4) At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in cash or in shares, bonds, debentures, mortgages, or other securities of the Company, and any such shares may be issued either as fully paid or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, mortgages or other securities may be either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(5) To secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.

(6) To accept from any member, as far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed.

(7) To appoint any person to accept and hold in trust for the Company any property belonging to the Company, in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees.

(8) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demands by or against the Company and to refer any differences to arbitration, and observe and perform any awards made thereon.

(9) To act on behalf of the Company in all matters relating to bankrupts and insolvents.

(10) To make and give receipts, releases, and other discharges for moneys payable to the Company and for the claims and demands of the Company.

(11) Subject to the provisions of Sections 292, 295, 370 and 372 of the Act, to invest and deal with any moneys of the Company not immediately required for the purposes thereof upon such security (not being shares of this Company) or without security and, in such manner as they may think fit, and from time to time to vary or realise such investments. Save as provided in Section 49 of the Act, all investments shall be made and held in the Company's own name.

(12) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.

(13) To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.

(14) To distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company.

(15) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependants or connections of such persons, by building or contributing to the building of houses, dwellings or chawls, or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating, and from time to time subscribing or contributing to provident and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee to any charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or

other claim or support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise.

(16) Before recommending any dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund or to an Insurance Fund, or as a Reserve Fund or Sinking Fund or any special fund to meet contingencies or to repay Debentures or Debenture-stock, or for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 292 of the Act, to invest the several sums so set aside or, so much thereof as required to be invested, upon such Investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board, in their absolute discretion, think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the Reserve Fund into such special funds as the Board may think fit, with full power to transfer the whole or any portion of a Reserve Fund or division of a Reserve Fund to another Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the above Funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or Debenturestock, and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper, not exceeding nine per cent per annum .

(17) To appoint, and at their discretion remove or suspend such general managers and managers, secretaries, assistants supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit. And also from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit; and the provisions contained in the following four sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.

(18) To comply with the requirements of any local law which in their opinion it shall in the interests of the Company be necessary or expedient to comply with.

(19) From time to time and at any time to establish any Local board for managing any of the affair of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such Local Boards, and to fix their remuneration.

(20) Subject to Section 292 of the Act, from time to time, and at any time to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their power to make calls or to make loans or borrows moneys, and to authorise the Members for the time being of

any such Local Board, 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.

(21) At any time and from time to time by Power of Attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers; authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also, except in their limits authorised by the Board, the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of the Members or any of the Members of any Local Board, established as aforesaid or in favour of any company, or the shareholders, directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers authorities and discretions for the time being vested in them.

(22) Subject to Sections 294 and 297 and 300 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and a behalf of the Company as they may consider expedient.

(23) From time to time to make; vary and repeal bye laws for the regulation of the business of the Company, its officers and servants.

(24)(a) When the Company has issued shares to the Directors shall have the power to make compensation, by cash payment out of the Company's funds for any loss arising from a transfer of any such shares in pursuance of a forged transfer or of a transfer under a forged power of attorney whether the person receiving such compensation, or any person through whom he claims, has or has not paid any fee, or otherwise contributed to any fund out of which the compensation is to be paid.

(b) The Directors, by fees or otherwise, are hereby expressed to provide a fund to meet claims for compensation and to raise the amount by mortgages and to impose such reasonable restrictions on the transfer of shares or with respect to power of attorney for the transfer thereof, as they may consider requisite for guarding against losses arising from forgery.

(c) This Article will not be deemed as imposing upon the Company, or the Directors, any obligation to pay.

MANAGEMENT

167. Prohibition of simultaneous appointment of different categories of managerial personnel:

The Company shall not appoint or employ at the same time more than one of the following categories of managerial personnel, namely:

- (1) Managing Director, and
- (2) Manager

THE SECRETARY

168. Secretary:

The Directors may at their discretion from time to time appoint a Secretary remove any such Secretary, perform any functions, which by the Act are to be performed by the Secretary, and to execute any other ministerial or administrative duties, which may from time to time be assigned to the Secretary by the Directors. The Directors may also at any time appoint any person or persons (who need not be the Secretary) to keep the registers required to be kept by the Company; Provided that if the paid-up capital of the Company shall exceed Rs. 2 crores, then in such event, the Company shall appoint a whole-time Secretary, if so required by and as provided in the Act, and he shall possess such qualifications as may be prescribed from time to time by the rules made under said Act.

THE SEAL

169. The seal, its custody and use:

- (1) The Board shall provide a Common Seal for the purposes of the Company, and shall have power from time to time, to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
- (2) The Company shall also be at liberty to have an official seal in accordance with Section 50 of the Act, for use in any territory, district or place outside India.

170 . Deeds how executed:

Every Deed or other instrument, to which the Seal of Company is required to be affixed, shall unless the same is executed by a duly constituted attorney, be signed by two Directors or one Director and Secretary or some other person appointed by the Board for the purpose; Provided in respect of Share Certificate the Seal shall be affixed in accordance with Article 23(1).

DIVIDENDS

171. Division of profits:

The profits of the Company, subject to the provisions of Sections 205 to 208 of the Act and subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles, shall be 'divisible among the Members in proportion to the amount of capital paid-up or

credited as paid-up on the shares held by them respectively.

172. The company in general meeting may declare a dividend:

The Company in General Meeting may declare dividend to be paid to Members according to their respective rights but no dividends shall exceed the amount recommended by the Board, but the Company in General Meeting may declare a smaller dividend.

173. Dividends only to be paid out of profits:

If so required by the Act, no dividend shall be declared or paid otherwise than out of profits of the financial year arrived at after providing for depreciation in accordance with the provisions of the Act or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with these provisions and remaining undistributed or out of both;

Provided that -

(1) If the Company has not provided for depreciation for any previous financial year or years it shall, before declaring or paying a dividend for any financial year, provide for such depreciation out of the profits of the financial year or out of the profits of any other previous financial year or years.

(2) If the Company has incurred any loss in any previous financial year or years the amount of the loss or an amount which is equal to the amount provided for depreciation for that year or those years whichever is less, shall be set off against the profits of the Company for the year for which the dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of subsection (2) of Section 205 of the Act or against both.

Provided further that, no dividend shall be declared or paid for any financial year out of the profits of the Company for that year arrived at after providing for depreciation as above, except after the transfer to the reserves of the Company of such percentage of its profits for that year as may be prescribed in accordance with Section 205 of the Act or such higher percentage of its profits as may be allowed in accordance with that Section.

174. Interim dividend:

The Directors may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies.

175. Capital paid up in advance at interest not to earn dividend:

Where capital is paid in advance of calls, such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits.

176. Dividend in proportion to amount paid up:

All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.

177. Dividend etc. to joint holders:

Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends or bonus payments on accounts of dividends or bonus or other moneys payable in respect of such shares.

178. No member to receive dividend whilst indebted to the company and company's right of reimbursement thereout:

No Member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever, either alone or jointly with any other person or persons; and the Board may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.

179. Right to dividend pending registration of transfer :

A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

180. Dividends how remitted:

Unless otherwise directed any dividend may be paid by cheque or warrant or by a pay slip or receipt having the force of a cheque or warrant sent through the post to the registered address of the Member or person entitled or in case of jointholders to that one of them first named in the Register in respect of the jointholdings. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission, for any dividend lost to the Member or person entitled thereto by the forged endorsement of any dividend cheque or the fraudulent recovery of the dividend by any other means. Provided that the company can also pay the dividend by crediting it directly to the bank account of the shareholders through Electronic fund transfer system of the banks or any other mode which, in the opinion of the Board of Directors, is appropriate for payment of dividend to the shareholders.

181. Retention in certain clause:

The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause (Article 66) entitled to become a member, or which any person under that clause is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

182. No interest on dividends:

Subject to the provisions of Sections 205 to 208 of Act, no unpaid dividend shall bear interest as against the company. No unclaimed dividend shall be forfeited till the claim thereto becomes barred by law.

183. Dividend and call together:

Any General Meeting declaring a dividend may on recommendation of the Directors 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 the Member, be set off against the calls.

184. Unpaid or Unclaimed Dividend

Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, to any shareholder entitled to the payment of the dividend, the company shall within seven days from the date of expiry of the said period of thirty days transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the company in that behalf in any scheduled bank, to be called "Unpaid Dividend Account". Any money transferred to the unpaid dividend account of a company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the company to the Fund known as Investor Education and Protection Fund established under section 20SC of the Act. No unclaimed or unpaid dividend shall be forfeited by the Board

RESERVES

185. Creation of the Reserves

The Board may, from time to time, before recommending any dividend, set apart any or such part of the profits of the Company as it thinks fit as reserves to meet contingencies or for the liquidations of any debentures, debts or other liabilities of the Company for equalizations of dividends for repairing improving or maintaining any of the property of the Company and for such other purpose of the Company and for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interest of the Company, and may subject to the provisions of the section 372 of the Act invest the several sums so set aside upon such investments (other than the shares of the Company) as it may think fit from time to time, deal with and vary such investments and dispose of all or any part thereof for the benefits of the Company and may divide the reserves into such special funds as it think fit, with full power to employ the Reserves or any part of business of the Company, and that without being bound to keep separate from the assets.

INVESTMENTS

186. Investment in Money

All money carried to the reserve shall nevertheless remain as the 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 other monies of the Company not immediately required for the purposes of the Company may, subject to the provisions of section 370 and 372 of the Act, be invested by the Board in or upon such investments or securities as it may select or may be used as the working capital or may be kept at the Bank on deposit or otherwise as the Board may, from time to time, think proper.

CAPITALISATION

187. Capitalization

(1) The Company in General Meeting may resolve that any moneys, investments or other assets forming part of undivided profits of the Company standing to the credit of the Reserve Fund, or any Capital Redemption

Reserve Account or in the hands of the Company and available for dividend (representing premium received on the issue of shares and standing to the credit of the Securities Premium Account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholder in paying up in full either at par or at such premium as the resolution may provide, any unissued shares or Debentures or Debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability or any issued shares or debentures or debenture-stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum; Provided that a Securities Premium Account and Capital Redemption Reserve Account may, for the purpose, this Article, only be applied in the paying of any unissued shares to be issued to Members of the Company as fully paid bonus shares.

(2) The Company in a General Meeting may resolved that any surplus moneys arising from the realisation of any capital assets of the Company, or any investments representing the same, or any other undistributed profits of the Company not subject to charge for income-tax be distributed among the Members on the footing that they receive the same as capital.

(3) For the purpose of giving effect to any resolution under the preceding paragraphs of this article 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, and may fix the value for distribution

of any specific assets, and may determine that such cash payments shall be made to any Members upon the footing of the value so fixed or that any fraction of less value than Rs. 10/- may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets, in trustees upon such trusts for the person entitled to the dividend or capitalised fund as may seem expedient to the Board, where requisite, a proper contract shall be delivered to the Registrar for registration in accordance with Section 75 of the Companies Act, 1956, and the Board may appoint any person to sign such contracts on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective.

ACCOUNTS

188. Directors to keep true accounts:

The Company shall keep at the office or at such other place in India as the Board thinks fit proper Books of Account in accordance with Section 209 of the Act with respect to:

- (1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;
- (2) all sales and purchases of goods by the Company;
- (3) the assets and liabilities of the Company.

Where the Board decides to keep all or any of the Books of Account at any place other than the office of the Company, the Company shall within seven days of the decision, file with the Registrar a notice in writing giving the full address of that other place. The Company shall preserve in good order the Books of Account relating to a period of not less than eight years preceding the current year together

with the vouchers relevant to any entry in such Books of Account. Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with this Article if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarised returns made upto dates at intervals of not more than three months, are sent by the branch office to the Company at its office or other place in India, at which the Company's Books of Account are kept as aforesaid.

The Books of Account shall give a true and fair view of the state of the affairs of the Company or branch office, as the case may be, and explain its transactions. The Books of Account and other books and papers shall be open to inspection by any Director during business hours.

189. As to inspection of accounts or books by members:

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

190. Statement of accounts to be furnished to General Meeting:

The Directors shall from time to time, in accordance with Sections 210, 211, 212, 216 and 217 of the Act, cause to be prepared and to be laid before the Company in General Meeting, such Balance Sheets, Profit and Loss Accounts and Reports as are required by these sections.

191. Copies to be sent to each member:

A copy of every Profit and Loss Account and Balance Sheet (including the Auditors' Report or every other document required by law be annexed or attached to the Balance Sheet) shall, atleast Twenty-one days before the date of the meeting at which the same are to be laid before the member be sent to the members of the Company, to every trustee for the holders of any debentures issued by the Company. Whether such member or trustee is not entitled to have notices of General meeting of the Company sent to him and to all persons other than such members or trustees being persons so entitled. Provided, however, that the Company may if it deems fit make available the copies of documents aforesaid for inspection at its Registered Office during working hours for a period of twenty one days before the date of the meeting and a statement containing the salient features of such documents in the prescribed form as provided under the provisions of Section 219 of the Act, every member of the Company and to every trustee for the holders of any debentures issued by the Company not less than twenty-one days before the date of the meeting.

192. Accounts to be audited:

Auditors shall be appointed and their rights and duties regulated in accordance with Sections 224 and 233 of the Act.

DOCUMENTS AND NOTICES**193. Service of documents of notices on members by company:**

(1) A document or notice may be served or given by the Company on any Member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him.

(2) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the document or notice, provided that where a Member has intimated to the Company in advance that documents or notice should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so; service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the Member and, such service shall be deemed to have been effected in the case of a Notice of a Meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case, at the time at which the letter would be delivered in the ordinary course of post.

194. By advertisement:

A document or notice advertised in a newspaper circulating in the neighbourhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every Member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on or the sending of notices to him.

195. On Joint holders:

A document or notice may be served or given by the company on or to the jointholders of a share by serving or giving the document or notice on or to the jointholder named first in the Register of Members in respect of the share.

196. On personal representatives etc.:

A document or notice may be served or given by the company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in pre-paid letter addressed to them by name or by the title or representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

197. To whom documents or notices must be served or given:

Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore authorised on or to (1) every Member, (2) every person entitled to a share in consequence of the death or insolvency of a member, and (3) the Auditor or Auditors for the time being of the Company.

198. Members bound by documents or notices served on or given to previous holders:

Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document or notice in respect of such share, which previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derived his title to such shares.

199. Document or notice by company and signature thereto:

Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorised by the Board of Directors for such purpose and the signature thereto may be written, printed or lithographed.

200. Service of document by the Company on the Registrar of Companies:

All documents or notices to be served or given by Members on or to the Company or any officer shall be served or given by sending it to the Company or officer at the office by post under a certificate of posting or by registered post, or by leaving it at the office.

201. Authentication of Documents and proceedings:

Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by the Company may be signed by the Director, the Manager or the secretary or other authorised officer of the Company and need not be under the Common seal of the Company.

KEEPING OF REGISTER AND INSPECTION

202. Registers etc. to be maintained by the Company

The Company shall duly keep and maintain at the office, Register in accordance with Section 49(7),143, 150,151, 152(2), 193,209, 301, 303, 307, and of the Act and Rule 72(2) of the Companies (Issue of Share Certificates) Rules, 1960.

203. Supply of copies of the Register

The Company shall comply with the provisions of section 39, 118, 163, 192, 196, 207, 219, 301, 302, 370 and 372 of the Act as to the supplying of the copies of the Registers, deeds, documents, instruments, returns, instruments, returns, certificates and books therein to the persons therein specified, when so required by such persons, on the payments of charges, if any, prescribed by the said sections.

204. Inspection of Registers etc

Where under any provisions 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 entitled to inspection, shall be permitted to inspect the same during the hours of 2 p.a and 4 p.a on such business day as the act required them to be opened for inspection

RECONSTRUCTION

205. Reconstruction

Where the Company seek to reconstruct its capital structure then the Company shall make an application to the Tribunal under section 391 for sanctioning the scheme of compromise or arrangement between the Company and such other persons as are mentioned in that section and such compromise or arrangement shall subject to the provisions of section 391, 392, 393, 394, 394A, 395, 396 and section 396 A of the Companies Act, 1956

WINDING-UP

206. Distribution of Assets

If the Company shall be wound up, assets available for the distribution among the members as such shall be insufficient to repay whole of the capital, such assets shall be distributed so that as nearly as may be, the losses shall be borne by the members in proportion of the paid up share capital or which out to have been paid at the time of commencement of winding up, on shares held by them respectively and if in the winding up the assets available amongst the members shall be sufficient to repay at the time of commencement of the winding up then the excess shall be distributed amongst the members in proportion of their capital at the time of commencement of winding up or which out to have been paid up in the respect of shares held by them respectively. But this article is without prejudice to the right of the holders of the shares upon the special terms and conditions.

207. Liquidator may divide assets in specie:

(a) The Liquidator on any winding-up (whether voluntary, under supervision or compulsory) may, with the sanction of a Special Resolution, but subject to the rights attached to any preference share capital, divide among the contributories in specie 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 trusts for the benefit of the contributories as the Liquidator, with the like sanction shall think fit.

(b) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(c) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(d) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

208. Right of shareholders case of sale

A Special resolution sanctioning a sale or any other Company duly passed pursuant to section 494 of the Act may subject to the provisions of the Act in the like manner as aforesaid determine that any shares or other consideration receivable by the liquidator be distributed amongst the members otherwise than in accordance with

their existing rights and such determination shall be binding upon all the members subject to the right of dissent and consequential rights conferred by the said section.

INDEMNITY AND RESPONSIBILITY

209. Liability of the Company to indemnify its Director, Officer, Branch

Manager, and other Officer or employee Subject to the provisions of the Act, every Director, Officer, Branch Manager, and other Officer or employee of the Company shall be indemnified by the Company to pay all the costs, losses and expenses including traveling expenses which any such Directors, Officer or employee may incur or become liable to any reason of any contract into or act or deed done by him or them as such Director, Officer or employee or in any way in the discharge of his duties and in particular and so as to limit generally of the foregoing provisions liabilities incurred by him as such Director, or other officer, or employee in defending any proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted by the Court and the amount for which such indemnity is provided shall immediately attach as lien on the property of the Company and have priority as between the members over all other claims.





210. Circumstances in which the Director or any other officer of the Company are not liable for the acts, receipts, neglects or defaults or any other Directors of Officer or employee of the Company .

Subject to the provisions of the Act, no Director or other Officer or employee of the company shall be liable for the acts, receipts, neglects or defaults or any other Directors of Officer or employee for joining in any receipt or other act for the sake of conformity or any loss or expense happening to the Company through insufficiency or deficiency of the title or any property acquired by order of the Board of Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the company shall be invested or for any loss or damage arising from bankruptcy, insolvency, or torturous act of any person with whom any moneys, securities , or effect shall be deposited or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own negligence, default, misfeasance, breach of duty or breach of trust.

SECRECY CLAUSE

211. (1) Every Director, Manager, Auditor, Treasurer, Trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so, required to by the Directors, before entering upon his duties, sign a declaration pledging himself to observe such secrecy as the Board shall deem appropriate respecting all transactions and affairs of the Company with the customers and the state of the 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 Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

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.

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Names, Addresses, Description and Occupation of the Common Witness
1	<p>Rohit Garg S/O Krishan Garg I-267, DDA Flats, Naraina vihar New Delhi - 110028 Occupation: Business Sd/- </p>	<p>witness to subscribers (1 to 7) Narendra Singh S/O Anushal Singh 201, 2nd Bldg, 25 Spring field-1, Sector-1, Shanti Nagar, Mira Road (East), Mumbai - 401107 Occ: Service </p>
2	<p>Jalshup Chandel d/o Amar Jauhar 41-A, Midamur chs Ltd. Nephesa Road Mumbai - 400026 Occupation: Business Sd/- </p>	
3	<p>Sanjay Chandel S/O Municipal Chandel 41-A Midamur chs Ltd. Nephesa Road Mumbai - 400026 Occupation: Business Sd/- </p>	

Date :- 28/11/2013

Place :- Mumbai

<p>4. Hrishi Investments Advisory Pvt Ltd 41-A, Miramar Chs, Naransea Road, Mumbai 400036, Occupation: Business (through its director smt. Tejshri Chandel. Authorized vide B dated 25th January 2013) sd/-</p> <p style="text-align: center;"><i>Tejshri</i></p>	<p>witness to subscribers (3 to 4) Narendra Singh & O Kushal Singh 201, 2nd Bldg, 25 Spring field - I, Sector - 1, Shanti Nagar, Mira Road (East), Mumbai - 400107 occ:- service</p> <p style="text-align: center;"><i>N Singh</i></p>
<p>5 Vineet Wadhwa s/o Subhash Wadhwa 502, 5th Floor, Sahil Apts, S.V. Road Bandra (west) Mumbai - 400050 Occupation: Business sd/-</p> <p style="text-align: center;"><i>Vineet</i></p>	
<p>6 PARMESH RANJAN s/o RANESH CHANDRA H. NO. 1083, WARD 29 SECTOR - 4, GURGAON HARYANA OCCUPATION: BUSINESS sd/-</p> <p style="text-align: center;"><i>Parmesh</i></p>	
<p>7 Madhukar Kuman Deo s/o Muni Singh Deo 505 Chembur Heights Sindhi Soc, Chembur Mumbai 400071 Occupation Business sd/-</p> <p style="text-align: center;"><i>Madhukar</i></p>	



Date: 28/1/2015
Place: Mumbai

Mumbai Central Branch

Date: 07/04/2020

Name : RED ORION INVESTMENT ADVISORS LIMITED
Address : RED ORION INVESTMENT ADVISORS LIMITED
12/14 L NAVJIVAN COMM BLDGNO-3 LAMINGTON ROAD
MUMBAI

Account No 000520110000687
Customer ID 142008979
Account Type : Current Account
IFSC Code : BKID0000005
MICR Code :

Account Statement: For the period April 01, 2019 to March 31, 2020

SI No	Txn Date	Description	Cheque No	Withdrawal (in Rs.)	Deposits (in Rs.)	Balance (in Rs.)
1	09-04-2019	NEFT-JOGINDER PANDIT		10,000.00		16,856.04
2	09-06-2019	ACCOUNT MAINTENANCE CHARGES		162.26		16,693.78
3	02-09-2019	ACCOUNT MAINTENANCE CHARGES		162.26		16,531.52
4	04-09-2019	StUBP-87216709/02228330409201900668		2,150.00		14,381.52
5	03-10-2019	NEFT-ANURAG SINGH		1,350.00		13,031.52
6	05-11-2019	ACCOUNT MAINTENANCE CHARGES		162.26		12,869.26
7	11-11-2019	SHANTRAM	15	10,000.00		2,869.26
8	11-11-2019	NEFT-KAMAL JAJOO			25,000.00	27,869.26
9	15-11-2019	BY CLG-HDF- 166			5,000.00	32,869.26
10	02-02-2020	ACCOUNT MAINTENANCE CHARGES		162.26		32,707.00

Statement Generated on : 07/04/2020 09:12:38 PM.

This is a computer generated statement and hence no signature required.



Please provide your contact details, Mobile number, PAN Card, Aadhar Card, Date of Birth to help you serve better.

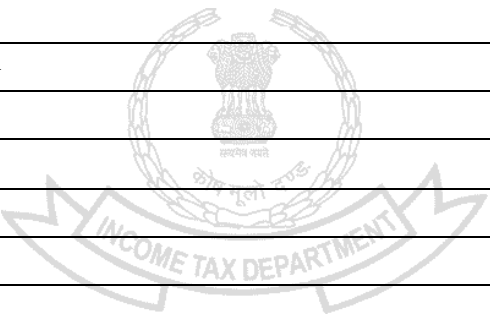
Any discrepancy in this document of accounts should be notified to the bank within a period of 30 days of receipt of this statement. It will be treated that the entries/contents of this statement are checked and found correct by you, if no such complaint is made within the period stated above.

Beware of fictitious offers, messages/SMS about lottery winnings, cheap fund offers, employment offers, scholarship offers, offer of immigration visas, offer of admission to reputed universities abroad and similar such offers from fraudsters either within the country or from abroad.

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4 , ITR-5, ITR-6, ITR-7 transmitted electronically with digital signature]

Assessment Year
2017-

PERSONAL INFORMATION AND THE DATE OF ELECTRONIC TRANSMISSION	Name RED ORION INVESTMENT ADVISORS LIMITED			PAN AAGCR8793Q		
	Flat/Door/Block No OFFICE NO 14 12TH FLOOR	Name Of Premises/Building/Village NAVJIVAN COMM BUILDING 3		Form No. which has been electronically transmitted ITR-6		
	Road/Street/Post Office LAMINGTON ROAD	Area/Locality MUMBAI CENTRAL				
	Town/City/District MUMBAI	State MAHARASHTRA	Pin/ZipCode 400008	Status Pvt Company		
	Designation of AO(Ward/Circle) 5(3)-4			Original or Revised ORIGINAL		
	E-filing Acknowledgement Number 210043521140917		Date(DD/MM/YYYY) 14-09-2017			
						
	COMPUTATION OF INCOME AND TAX THEREON	1	Gross total income			1
2		Deductions under Chapter-VI-A			2	0
3		Total Income			3	0
3a		Current Year loss, if any			3a	3628
4		Net tax payable			4	0
5		Interest payable			5	0
6		Total tax and interest payable			6	0
7		Taxes Paid	a	Advance Tax	7a	0
			b	TDS	7b	0
			c	TCS	7c	0
	d		Self Assessment Tax	7d	0	
	e		Total Taxes Paid (7a+7b+7c +7d)	7e	0	
8	Tax Payable (6-7e)			8	0	
9	Refund (7e-6)			9	0	
10	Exempt Income	Agriculture		10		
		Others				

This return has been digitally signed by SHASHI JAGDISH PRASAD BANSAL in the capacity of DIRECTOR

having PAN AAEPB8577F from IP Address 27.4.153.15 on 14-09-2017 at MUMBAI

Dsc SI No & issuer 2324905353990403404CN=SafeScrypt sub-CA for RCAI Class 2 2014,OU=Sub-CA,O=Sify Technologies Limited,C=IN

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4 , ITR-5, ITR-6, ITR-7 transmitted electronically with digital signature]

Assessment Year
2018-

PERSONAL INFORMATION AND THE DATE OF ELECTRONIC TRANSMISSION	Name			PAN		
	RED ORION INVESTMENT ADVISORS LIMITED			AAGCR8793Q		
	Flat/Door/Block No	Name Of Premises/Building/Village		Form No. which has been electronically transmitted	ITR-6	
	OFFICE NO 14 12TH FLOOR	NAVJIVAN COMM BUILDING 3				
	Road/Street/Post Office	Area/Locality		Status		
	LAMINGTON ROAD	MUMBAI CENTRAL		Pvt Company		
	Town/City/District	State	Pin/ZipCode	Aadhaar Number/Enrollment ID		
	MUMBAI	MAHARASHTRA	400008			
Designation of AO(Ward/Circle) 5(3)-4			Original or Revised		ORIGINAL	
E-filing Acknowledgement Number		314669041290918	Date(DD/MM/YYYY)		29-09-2018	
COMPUTATION OF INCOME AND TAX THEREON	1	Gross total income			1	0
	2	Deductions under Chapter-VI-A			2	0
	3	Total Income			3	0
	3a	Current Year loss, if any			3a	6312
	4	Net tax payable			4	0
	5	Interest and Fee Payable			5	0
	6	Total tax, interest and Fee payable			6	0
	7	Taxes Paid	a	Advance Tax	7a	0
			b	TDS	7b	0
			c	TCS	7c	0
			d	Self Assessment Tax	7d	0
e			Total Taxes Paid (7a+7b+7c +7d)	7e	0	
8	Tax Payable (6-7e)			8	0	
9	Refund (7e-6)			9	0	
10	Exempt Income	Agriculture		10		
		Others				

This return has been digitally signed by SHASHI BANSAL in the capacity of DIRECTOR

having PAN AAEPB8577F from IP Address 60.243.96.156 on 29-09-2018 at MUMBAI

Dsc SI No & issuer 2324905353990403404CN=SafeScrypt sub-CA for RCAI Class 2 2014,OU=Sub-CA,O=Sify Technologies Limited,C=IN

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3,
ITR-4 , ITR-5, ITR-6, ITR-7 filed and verified electronically]

Assessment Year
2019-20

PERSONAL INFORMATION AND THE ACKNOWLEDGEMENT NUMBER	Name				PAN	
	RED ORION INVESTMENT ADVISORS LIMITED				AAGCR8793Q	
	Flat/Door/Block No		Name Of Premises/Building/Village		Form Number.	ITR-6
	Office No 14 12Th Floor		Navjivan Comm Building 3			
	Road/Street/Post Office		Area/Locality			
	Lamington Road		Mumbai Central		Status Plc Company	
	Town/City/District		State	Pin/ZipCode	Filed u/s	
	Mumbai		MAHARASHTRA	400008	139(1)-On or before due date	
	Assessing Officer Details (Ward/Circle)			WARD 5(3)(4), MUMBAI		
	e-filing Acknowledgement Number			153925941040919		
COMPUTATION OF INCOME AND TAX THEREON	1	Gross total income			1	0
	2	Total Deductions under Chapter-VI-A			2	0
	3	Total Income			3	0
	3a	Deemed Total Income under AMT/MAT			3a	11193
	3b	Current Year loss, if any			3b	0
	4	Net tax payable			4	2154
	5	Interest and Fee Payable			5	0
	6	Total tax, interest and Fee payable			6	2154
	7	Taxes Paid	a	Advance Tax	7a	0
			b	TDS	7b	0
		c	TCS	7c	0	
		d	Self Assessment Tax	7d	2150	
		e	Total Taxes Paid (7a+7b+7c +7d)	7e	2150	
8	Tax Payable (6-7e)			8	0	
9	Refund (7e-6)			9	0	
10	Exempt Income	Agriculture		10		
		Others				

Income Tax Return submitted electronically on 04-09-2019 13:07:17 from IP address 27.4.153.50 and verified by

DEVENDRA JAGDISH BANSAL having PAN AOCPB2433A on 04-09-2019 13:07:17 from IP address

27.4.153.50 using **Digital Signature Certificate (DSC)**

DSC details: 2388016337877223890CN=SafeScrypt sub-CA for RCAI Class 2 2014,OU=Sub-CA,O=Sify Technologies Limited,C=IN

DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

RED ORION INVESTMENT
ADVISORS LIMITED

15/07/2013

Permanent Account Number

AAGCR8793Q

COLOUR XEROX

11042014



बैंक ऑफ इंडिया
मुंबई सेंट्रल शाखा
मुंबई, महाराष्ट्र - ४००००७
IFSC : BKID0000005

BANK OF INDIA
MUMBAI CENTRAL Branch
MUMBAI, MAHARASHTRA - 400007

VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

DDMMYY

या धारक को Or Bearer

Pay

रुपये Rupees

अदा करें।

₹

खा. नं.
A/c No.

000520110000687

RED ORION INVESTMENT ADVISORS LIMITED

PAYABLE AT ALL OUR BRANCHES IN CLEARING

Please sign above

⑈000017⑈ 400013005⑈ 019916⑈ 11

CALL FOR
SCHEMUM

Sehansari (M)/CTB-2010 27-10-2014 377190

Know Your TAN

TAN Details

TAN	MUMR42233C
Category of Deductor	Company/Firms/AOP/BOI/AJP/AOP(Trust) and Branches
Name	RED ORION INVESTMENT ADVISORS LIMITED
Address	601 KUSHWAH CHAMBERS MAKWANA ROAD ANDHERI EAST MAHARASHTRA MUMBAI
400059	
PAN	AAGCR8793Q
Status of TAN	Active
Email ID 1	MAJUKHAN@GMAIL.COM
Email ID 2	
TAN AO Code	
Area Code	MUM
AO Type	WT
Range Code	86
AO Number	4
AO Description	TDS WARD 2(1)(4), MUMBAI
Building Name	CHARNI ROAD, MUMBAI
Email Id	MUMBAI.ITO.TDS2.1.4@INCOMETAX.GOV.IN

SEARCH

Search Result based on GSTIN/UIN : 27AAGCR8793Q1Z6

BACK

Legal Name of Business

RED ORION INVESTMENT ADVISORS LIMITED

Trade Name

RED ORION INVESTMENT ADVISORS LIMITED

Administrative Office

MAROL_701 (State)

Other Office

RANGE-IV (Center)

Date of registration

10/09/2020

Constitution of Business

Public Limited Company

Taxpayer Type

Regular

GSTIN / UIN Status

Active

Effective Date of Cancellation

Principal Place of Business

601, Kushwah Chambers, Makwana Road
Opp Apurva Ind EST Andheri East, MUMBAI,
Mumbai Suburban, , Maharashtra, 400059

