



EPC

(ENGINEERING PROCUREMENT AND CONSTRUCTION)

AGREEMENT

For

**Construction of Eight Lane access Carriageway starting at Haryana
- Rajasthan border and ends at Junction with SH44 (Km 78+800 to
Km 115+700) section of Delhi - Vadodara Green field Alignment
(NH-148N) on EPC Mode under Bharatmala Pariyojana in the State
of Rajasthan**

CONTRACT AGREEMENT

Between

**National Highways Authority of India
G-5&6, Sector – 10, Dwarka, New Delhi – 110075**

And

**M/s H G Infra Engineering Limited
3rd Floor, Sheel Mohar Plaza, A-1 Tilak Marg, C-Scheme, Jaipur-
302001, India**

VOLUME - II

(Technical Bid)

August 2019

CONTENTS

(Volume-II Technical Bid)

S.No.	PARTICULARS	PAGE No.
Technical Bid as submitted by the Selected Bidder on Bid due Date, including following:		
1	Copy of Demand Draft for Bid Process Fee	1
2	Appendix-IA (Letter Comprising the Technical Bid)	3
3	Annexure -I (Details of Bidder)	7
4	Annexure -II (Technical Capacity of the Bidder)	10
5	Annexure -III (Financial Capacity of the Bidder)	11
6	Annexure- IV (Eligible Projects of the Bidder)	16
7	Annexure-V (Statement of Legal Capacity)	27
8	Annexure- VI (Bid Capacity of the Bidder)	28
9	Appendix-II- (Bid Security)	68
10	Appendix-III (Power of Attorney)	73
11	Integrity Pact	76
12	Undertaking to abide by the Bidder	82
13	Memorandum and Articles of Association	83

Demand Draft

4430001

V 24

HDFC BANK

PAYINST DRAFT

VALID FOR THREE MONTHS FROM THE DATE OF ISSUE

At Payee
Not Negotiable

1 7 1 2 2 0 1 8

NATIONAL HIGHWAYS AUTHORITY OF INDIA

ON DEMAND PAY

RUPEES ONE LAKH ONLY **

OR ORDER

₹ ****1,00,000.00

H. G. INFRA ENGINEERING LIMITED

FOR HDFC BANK LTD.

HARSHA BHAVAN, DELHI

Cent.Clg - Delhi

Centralised Clearing Jaipur

DRAWEE BRANCH 925135

ISSUING BRANCH

AUTHORISED SIGNATORIES
Please sign above

Handwritten signatures

⑈925135⑈ 000240000⑈ 999998⑈ 16



4. JUL 2



**LETTER COMPRISING THE TECHNICAL BID**

(Refer Clause 2.1.4, 2.11 and 3.1.6)

To,
General Manager (T),
National Highways Authority of India,
G-5 & 6, Sector-10, Dwarka,
New Delhi-110075.

Sub: BID for Construction of Eight Lane Carriageway starting at Haryana-Rajasthan border and ends at Junction with SH44 (Km 78+800 to Km 115+700) section of Delhi – Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Pariyojana in the State of Rajasthan Project

Dear Sir,

With reference to your RFP document dated 28.11.2018, we, having examined the Bidding Documents and understood their contents, hereby submit our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last two years, we have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.
7. We declare that:
 - (a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) We do not have any conflict of interest in accordance with Clauses 2.2.1(a) and 2.6.4 of the RFP document; and

**H. G. INFRA ENGINEERING LTD.**

(Erstwhile known as H.G. Infra Engineering (P) Ltd.)

Visit us at : www.hginfra.com
E-mail : info@hginfra.com

Corp. Office : III Floor, Sheel Mohar Plaza, A-1, Tilak Marg, C-Scheme
Jaipur-302001 (Raj.)
Regd. Office : 14, Panchwati Colony, Ratanada, Jodhpur-342001 (Raj.)

Tel. : +91 141 4106040 - 41
Fax : +91 141 4106044
Tel. : +91 291 2000307
Fax : +91 291 2515321



- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
 9. We believe that we satisfy the Threshold Technical Capacity, Net Worth criteria and meet the requirements as specified in the RFP document.
 10. We declare that we are not a Member of any other Joint Venture submitting a BID for the Project.
 11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
 14. We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VII of Appendix-IA thereof.
 15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of



4



the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
17. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of our being declared as the Selected Bidder, we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. We have studied all the Bidding Documents carefully and also surveyed the [project highway and the traffic]. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
20. We offer a BID Security of Rs. Rs. 9.59 Crore (Rupees Nine crore and fifty nine lakh only) to the Authority in accordance with the RFP Document.
21. The BID Security in the form of a Bank Guarantee is attached.
22. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.
23. We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to us or our BID is not opened or rejected.
24. The BID Price has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
25. We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {We agree and undertake to be liable for. all the obligations of the EPC Contractor under the Contract Agreement}.
27. We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.



28. We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,


Harendra Singh
Authorised Signatory
Managing Director
H.G. Infra Engineering Limited
Date: December 21, 2018
Place: Jaipur





ANNEX-I Details of Bidder

Appendix IA Annex-I

- 1 (a) Name : **H.G. Infra Engineering Limited**
 (b) Country of incorporation : India
 (c) Address of the corporate headquarters and its branch office(s), if any, in India : Regd. Office: 14, Panchwati Colony, Ratanada, Jodhpur-342001
 Corp. Office: III Floor sheel Mohar Plaza A-1 Tilak Marg C-Scheme Jaipur 302001 (Raj.)
 (d) Date of incorporation and/ or commencement of business : 21st January, 2003 as Private Limited & Company converted Private Limited to Limited on 08.06.2017

- 2 Brief description of the company including details of its main lines of business and proposed role and responsibilities in this Project : **H.G. Infra Engineering Limited** Is one of the Rajasthan's fastest growing infrastructure creators, Over the decades it has maintained its salience with leadership in its chosen line of business :

 Engineering & Construction
 Expressway & Highway
 Our role & responsibilities in this project is as a Single Entity in execution of projects.

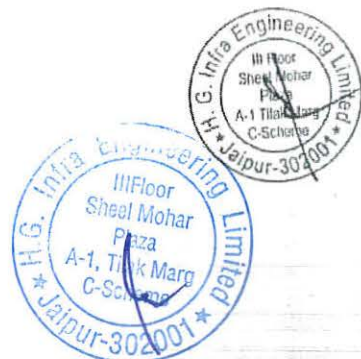
- 3 Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 (a) Name : Mr. Harendra Singh
 (b) Designation : Managing Director
 (c) Company : H.G. Infra Engineering Limited
 (d) Address : III Floor sheel Mohar Plaza A-1 Tilak Marg C-Scheme Jaipur 302001 (Raj.)
 (e) Telephone Number : 0141-4106040
 (f) E-Mail Address : hsc@hginfra.com
 (g) Fax Number : 0141-4106044

- 4 Particulars of the Authorised Signatory of the Bidder:
 (a) Name : Mr. Harendra Singh
 (b) Designation : Managing Director
 (c) Address : 101, Som Dutt Landmark, Civillines Jaipur 302002.
 (d) Phone Number : 0141-4106040, +91-9772204121
 (e) Fax Number : 0141-4106044
 (f) Class III Digital Signature Certificate ID number : hsc@hginfra.com

- 5 In case of a Joint Venture: : NA
 (a) The information above (1-4) should be provided for : all the Members of the Joint Venture.
 (b) A copy of the Jt. Bidding Agreement, as envisaged in : Clause 2.1.11(f) should be attached to the Application.
 (c) Information regarding the role of each Member : should be provided as per table below:



7





ANNEX-I
Details of Bidder

Appendix IA
Annex-I

Sl. No.	Name of Member	Role	Share of the work in the Project

- (d) The following information shall also be provided :
w.r.t. para 2.1.14 for each Member of the Joint Venture:

Name of Applicant

H.G. Infra Engineering Limited

No	Criteria	YES / NO
1	Has the Bidder/ constituent of the Joint Venture been barred by the Ministry of Road Transport & Highways or its implementing agencies for the works of Expressways, National Highways, ISC and EI works, from participating in bidding.	NO
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	NO

- 6 (a) We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.
- (b) We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.14 (Section-2) of Instructions to Bidders in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details at Annex-I (Sr. No. 6(b)).
- 7 (a) We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.
- (b) We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) w.r.t. para 2.1.14.

Sr.	Categories of Non-Performer	Project-1	Project-2
(i)	Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the independent Engineer due to Authority's default;	NA	NA
(ii)	Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;	NA	NA





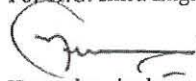
ANNEX-I
Details of Bidder

Appendix IA
Annex-I

(iii)	Physical progress on any project is not commensurate with the funds released (equity+ debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;	NA	NA
(iv)	Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;	NA	NA
(v)	Fails to fulfil its obligations to maintain a highway in a satisfactory condition inspite of two rectification notices issued in this behalf;	NA	NA
(vi)	Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.	NA	NA
(vii)	Fails to make premium payments excluding the current instalment in one or more projects.	NA	NA
(viii)	Damages/Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.	NA	NA
(ix)	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).	NA	NA
(x)	Fails to submit the Performance Security within the permissible period in more than one project(s).	NA	NA
(xi)	Rated as an unsatisfactory performing entity/ nonperforming entity by an independent third party agency and so notified on the website of the Authority.	NA	NA

We certify that the list is complete and covers all the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and that we do not fall in any of the above categories of being a Non-Performing entity.

For H.G. Infra Engineering Limited


Harendra Singh
Authorised Signatory
Managing Director



Appendix IA
Annex-II



Annex-II
Technical Capacity of the Bidder[@]

(In Crore)

Applicant type	Project Code*	Category*	F.Y.	Experience (Equivalent Rs. Crore)		Updation Factor	Factor	Technical Experience
				Payments received for construction of Eligible Projects in Categories 3 and 4	Value of self-construction in Eligible Projects in Categories 1 and 2			
(1)	(2)	(3)		(4)	(5)			(6)
Single Entity	a	3	13-14	93.57		1.20	1	112.28
	b	3	14-15	17.53		1.15	1	20.16
			13-14	112.56		1.20	1	135.07
	c	3	16-17	82.96		1.05	1	87.11
			15-16	136.13		1.10	1	149.74
			14-15	85.60		1.15	1	98.44
	d	3	17-18	34.43		1.00	1	34.43
			16-17	112.76		1.05	1	118.40
			15-16	67.91		1.10	1	74.70
	e	3	16-17	39.50		1.05	1	41.48
			15-16	123.93		1.10	1	136.32
	f	3	15-16	145.11		1.10	1	159.62
	g	3	15-16	85.38		1.10	1	93.92
			16-17	172.49		1.05	1	181.11
			17-18	150.84		1.00	1	150.84
	h	3	17-18	131.41		1.00	1	131.41
	i	3	16-17	63.28		1.05	1	66.44
			17-18	95.46		1.00	1	95.46
	j	3	16-17	140.88		1.05	1	147.92
			17-18	95.01		1.00	1	95.01
	k	4	14-15	69.45		1.15	0.70	55.91
			15-16	52.38		1.10	0.70	40.33
			16-17	28.60		1.05	0.70	21.02
			17-18	68.01		1.00	0.70	47.61
Aggregate Technical Experience =				2,205.18				2,294.74

For H.G. Infra Engineering Limited



Harendra singh
Authorised Signatory
Managing Director



Appendix IA
Annex-III



ANNEX - III
Financial Capacity of the Bidder

(In Rs. Crore)

Bidder Type		Net Cash Accruals					Net Worth
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
		2017-18	2016-17	2015-16	2014-15	2013-14	2017-18
		Standalone	Standalone	Standalone	Standalone	Standalone	Standalone
		Audited	Audited	Audited	Audited	Audited	Audited
Single entity	PAT	84.26	49.30	30.18	9.22	17.17	540.86
	Dep.	53.92	25.60	18.34	17.15	13.39	
	NCA	138.18	74.90	48.52	26.37	30.56	

Bidder Type	Annual Turnover										Average Annual Turnover (In Rs. Crore)
	Year 1		Year 2		Year 3		Year 4		Year 5		
	2017-18		2016-17		2015-16		2014-15		2013-14		
	Standalone		Standalone		Standalone		Standalone		Standalone		
	Audited		Audited		Audited		Audited		Audited		
	Rs.	Updation Factor	Rs.	Updation Factor	Rs.	Updation Factor	Rs.	Updation Factor	Rs.	Updation Factor	(2*3+4*5+6*7+8*9+10*11)/5
1	2	3	4	5	6	7	8	9	10	11	
Single Entity	1398.30	1.00	973.97	1.05	724.67	1.10	331.72	1.15	441.89	1.20	825.97
	1398.30		1022.67		797.14		381.48		530.27		

Bank Name	Address	Telephone No.
HDFC Bank Ltd.	Time Square, 10 Central Spine, Vidhyadhar Nagar, Jaipur-302012	9829233356
ICICI Bank Ltd.	SMEAG, 4th Floor, Block No. 4, JSEL Building, Malviya Nagar,	8696948697
Union Bank of India	Sadar Bazar, Mount Abu-307501	02974-238222
Yes Bank Ltd.	1st Floor, Green House, Ashok Marg, C-Scheme, Jaipur-302001	9928177773

For H. G. Infra Engineering Ltd.

Harendra Singh
Authorised Signatory
Managing Director



H. G. Infra Engineering Limited
Statement of Net Cash Accruals

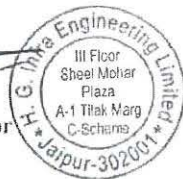
Description	(Rs. In Crore)				
	Year	Year	Year	Year	Year
	2013-14	2014-15	2015-16	2016-17	2017-18
	Standalone	Standalone	Standalone	Standalone	Standalone
	Audited	Audited	Audited	Audited	Audited
Profit After Tax	17.17	9.22	30.18	49.30	84.26
Depreciation	13.39	17.15	18.34	25.60	53.92
Net Cash Accruals	30.56	26.37	48.52	74.90	138.18

Note

- a) The above statement has been prepared for submission in BIMS portal (www.bims.nic.in) and CPP portal (<https://etenders.gov.in/eprcure/app>) for procurement of highway contracts on Engineering, procurement and construction (EPC) mode.
- b) Net cash accruals shall mean Profit after tax + Depreciation. The net cash accruals disclosed above for the year 2013-14, 2014-15, 2015-16 and 2016-17 is based on the standalone audited financial statements prepared under Companies (Accounting standards) Rules, 2006. The net cash accruals disclosed above for the year 2017-18 is based on the standalone audited financial statements prepared under Companies (Indian Accounting Standards) Rules, 2015.

For H. G. Infra Engineering Limited

Harendra Singh
 Managing Director



Place : Jaipur
 Date : August 29, 2018



ATTESTED
 NOTARY
 JAIPUR (RAJASTHAN)

24 DEC 2018



H. G. Infra Engineering Limited
Net worth statement

(Rs. In Crore)

Description	Year	Year	Year	Year	Year
	2013-14	2014-15	2015-16	2016-17	2017-18
	Standalone Audited	Standalone Audited	Standalone Audited	Standalone Audited	Standalone Audited
Subscribed and Paid up Equity	15.25	15.25	18.02	18.02	65.17
Reserve and Surplus	69.17	78.39	108.57	157.87	475.69
Total (A)	84.42	93.64	126.59	175.89	540.86
Revaluation Reserve	-	-	-	-	-
Miscellaneous expenses not written off	-	-	-	-	-
Total (B)	-	-	-	-	-
NET WORTH [A-B]	84.42	93.64	126.59	175.89	540.86

Note

- a) The above statement has been prepared for submission in BIMS portal (www.bimis.nic.in) and CPP portal (<https://etenders.gov.in/eprocure/app>) for procurement of highway contracts on Engineering, procurement and construction (EPC) mode.
- b) Reserves for the years 2013-14, 2014-15, 2015-16 and 2016-17 represents 'Reserves and Surplus' as reflected on the face of Balance Sheets for respective years whereas Reserves for the year 2017-18 represents 'Other Equity' as reflected on the face of Balance Sheet for the said year.
- Reserves and Surplus as per Balance Sheet for the years 2013-14, 2014-15, 2015-16 and 2016-17 comprised of Surplus as per Statement of Profit and Loss whereas Other Equity as per Balance Sheet for the year 2017-18 comprised of Securities Premium Account and Retained Earnings.
- c) The net worth disclosed above for the year 2013-14, 2014-15, 2015-16 and 2016-17 is based on the standalone audited financial statements prepared under Companies (Accounting standards) Rules, 2006. The net worth disclosed above for the year 2017-18 is based on the standalone audited financial statements prepared under Companies (Indian Accounting Standards) Rules, 2015.

For H.G. Infra Engineering Limited

Harendra Singh
 Managing Director



Place : Jaipur
 Date : August 29, 2018



NOTARY
 JAIPUR (RABHSTAN)



13



H. G. Infra Engineering Limited
Total Revenue Statement

Description	(Rs. In Crore)				
	Year	Year	Year	Year	Year
	2013-14	2014-15	2015-16	2016-17	2017-18
	Standalone	Standalone	Standalone	Standalone	Standalone
	Audited	Audited	Audited	Audited	Audited
Contract Revenue EPC	429.94	322.36	715.51	967.14	1,391.39
Contract Revenue Sale of Aggregate	9.37	5.89	6.08	2.78	1.34
Total (A)	439.31	328.25	721.59	969.91	1,392.73
Interest Received	1.69	1.80	2.01	2.41	3.77
Other Income	0.89	1.67	1.07	1.65	1.80
Total (B)	2.58	3.47	3.08	4.06	5.57
TOTAL REVENUE (A+B)	441.89	331.72	724.67	973.97	1,398.30

Note

- a) The above statement has been prepared for submission in BIMS portal (www.bims.nic.in) and CPP portal (<https://etenders.gov.in/eprocure/app>) for procurement of highway contracts on Engineering, procurement and construction (EPC) mode.
- b) Revenue disclosed above for the year 2013-14, 2014-15, 2015-16 and 2016-17 is based on the standalone audited financial statements prepared under Companies (Accounting standards) Rules, 2006. Revenue disclosed above for the year 2017-18 is based on the standalone audited financial statements prepared under Companies (Indian Accounting Standards) Rules, 2015.

For H. G. Infra Engineering Limited

Harendra Singh
 Managing Director



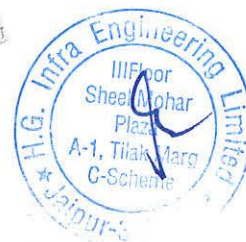
Place : Jaipur
 Date : August 29, 2018



24 DEC 2018



14



Appendix IA
Annex-II




Annex-II
Technical Capacity of the Bidder[@]

(In Crore)

Applicant type	Project Code*	Category*	F.Y.	Experience (Equivalent Rs. Crore)		Updation Factor	Factor	Technical Experience
				Payments received for construction of Eligible Projects in Categories 3 and 4	Value of self-construction in Eligible Projects in Categories 1 and 2			
(1)	(2)	(3)		(4)	(5)			(6)
Single Entity	a	3	13-14	93.57		1.20	1	112.28
	b	3	14-15	17.53		1.15	1	20.16
			13-14	112.56		1.20	1	135.07
	c	3	16-17	82.96		1.05	1	87.11
			15-16	136.13		1.10	1	149.74
			14-15	85.60		1.15	1	98.44
	d	3	17-18	34.43		1.00	1	34.43
			16-17	112.76		1.05	1	118.40
			15-16	67.91		1.10	1	74.70
	e	3	16-17	39.50		1.05	1	41.48
			15-16	123.93		1.10	1	136.32
	f	3	15-16	145.11		1.10	1	159.62
	g	3	15-16	85.38		1.10	1	93.92
			16-17	172.49		1.05	1	181.11
			17-18	150.84		1.00	1	150.84
	h	3	17-18	131.41		1.00	1	131.41
	i	3	16-17	63.28		1.05	1	66.44
			17-18	95.46		1.00	1	95.46
	j	3	16-17	140.88		1.05	1	147.92
			17-18	95.01		1.00	1	95.01
	k	4	14-15	69.45		1.15	0.70	55.91
			15-16	52.38		1.10	0.70	40.33
			16-17	28.60		1.05	0.70	21.02
			17-18	68.01		1.00	0.70	47.61
Aggregate Technical Experience =				2,205.18				2,294.74

For H.G. Infra Engineering Limited



Harendra singh
Authorised Signatory
Managing Director



Appendix IA
Annexure IV

Project Code: a

Entity: Self

Certificate regarding construction works


Based on its books of accounts and other published information authenticated by it, this is to certify that **M/s H.G. Infra Engineering Limited** was engaged by **Modern Road Makers Pvt. Limited** to execute **Construction of Four laning of Jaipur - Tonk - Deoli Section of NH-12 from Km 63 + 000 to Km 114 + 000 (Package no - II) for Highway and Structure.** The construction of the project commenced on 15th June, 2010 and the project was commissioned on 25th March, 2014. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority 's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is **Rs.303.20 Cr. (Rupees Three hundred three crore and twenty lacs only)**, which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority 's Engineer **Rs 93.57 Cr. (Rupees Ninety three crore and fifty seven lacs only)**, during the past five financial years as per year-wise details noted below:

Year	Work Executed
2013-14	93.57 Cr.
Total	93.57 Cr.



For H.G. Infra Engineering Limited


Harendra Singh
Authorised Signatory
Managing Director



Date: December 21, 2018



24 DEC 2018
16



Project Code: b

Entity: Self

Certificate regarding construction works


Based on its books of accounts and other published information authenticated by it, this is to certify that M/s H.G. Infra Engineering Limited was engaged by Vishvaraj Infrastructure Limited to execute Four laning of Warora-chandrapur-Ballarpur (SH-267) in the state of the Maharashtra (63 Km.) for Highway and Structure. The construction of the project commenced on 15th August, 2011 and the project was commissioned on 14th August, 2013. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is **Rs.268.46 Cr. (Rupees Two hundred sixty-eight crore and fourty six lacs only)**, which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer **Rs 130.09 Cr. (Rupees One hundred thirty crore and nine lacs only)**, during the past five financial years as per year-wise details noted below:

Year	Work Executed
2013-14	112.56 Cr.
2014-15	17.53 Cr.
Total	130.09 Cr.



For H.G. Infra Engineering Limited


Harendra Singh
 Authorised signatory
 Managing Director



Date: December 21, 2018



ATTESTED

NOTARY
JAIPUR (RAJASTHAN)

17



Appendix IA
Annexure IV

Project Code: c

Entity: Self

Certificate regarding construction works

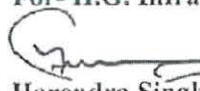
Based on its books of accounts and other published information authenticated by it, this is to certify that M/s H.G. Infra Engineering Limited was engaged by Executive Engineer, Agra Development Authority, Agra to execute Construction of Kuberpur to Fatehabad Road, Agra-Inner Ring Road (Phase-I) & Additional work for Highway and Structure. The construction of the project commenced on 3rd March 2014 and the project was commissioned on 02nd November 2016. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs.306.95 Cr. (Rupees Three hundred six crore and ninety five lacs only), which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer Rs.304.69 Cr. (Rupees Three hundred four one crore and sixty nine lacs only), during the past five financial years as per year-wise details noted below:

Year	Works executed
2016-17	82.96 Cr.
2015-16	136.13 Cr.
2014-15	85.60 Cr.
Total	304.69 Cr.



For- H.G. Infra Engineering Limited


Harendra Singh
Authorised signatory
Managing Director



Date: December 21, 2018



18

24 DEC 2018



Project Code: d

Entity: Self

Certificate regarding construction works

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s H.G. Infra Engineering Limited Was engaged by General Manager (T) UKD, National Highway Authority of India, New Delhi to execute "Two laning with paved shoulders of Sitarganj-Tanakpur section of NH-125 from KM 0.000 (KM 254.600 of NH-74) to KM 52.200 in the state of Uttarakhand under NHDP-IV on EPC mode" for Highway and Structure. The construction of the project commenced on 2nd September 2015 and the project is likely to be commissioned on 20th November 2018. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is **Rs.243.11 Cr. (Rupees Two hundred forty three crore and eleven lacs only)**, of which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer **Rs. 215.10 Cr. (Rupees Two hundred fifteen crore and ten lacs only)**, during the past five financial years as per year-wise details noted below:

Year	Works executed
2015-16	67.91 Cr.
2016-17	112.76 Cr.
2017-18	34.43 Cr.
Total	215.10 Cr.

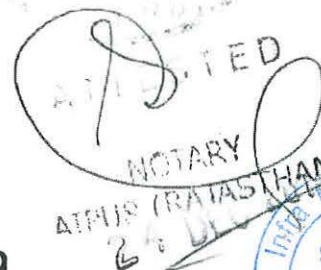
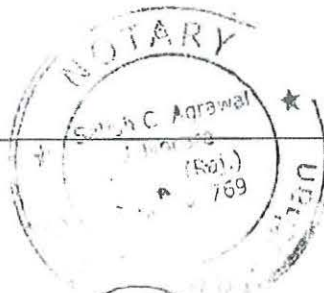


For- H.G. Infra Engineering Limited


Harendra Singh
Authorised Signatory
Managing Director



Date: December 21, 2018



Project Code: e

Entity: Self

Certificate regarding construction works

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s H.G. Infra Engineering Limited Was engaged by Chief Engineer, Ministry of Road Transport & Highways, New Delhi to execute Widening and strengthening from Km.0+000 to 46+470 of NII-96 (New NH No.330) in the state of Uttar Pradesh under EPC mode" for Highway and Structure. The construction of the project commenced on 21st April 2015 and the project was commissioned on 20th October 2016. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction, in the aforesaid construction works.

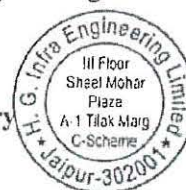
We further certify that the total estimated capital cost of the project is **Rs.171.11 Cr. (Rupees One hundred seventy one crore and eleven lacs only)**, of which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer **Rs. 163.43 Cr. (Rupees One hundred sixty three crore and forty three lacs only)**, during the past five financial years as per year-wise details noted below:

Year	Works executed
2015-16	123.93 Cr.
2016-17	39.50 Cr.
Total	163.43 Cr.



For- H.G. Infra Engineering Limited


 Harendra Singh

 Authorised Signatory
 Managing Director


Date: December 21, 2018



Appendix 1A
Annexure IV

Project Code: f

Entity: Self

Certificate regarding construction works

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s H.G. Infra Engineering Limited was engaged by GVK Jaipur Expressway Pvt. Ltd. to execute Development of 6 lane Jaipur-Kishangarh Section of NH-8 in Rajasthan from Km. 273.500 to Km. 363.885 including 2 lane service road of approximately 30 Kms for Highway and Structure. The construction of the project commenced on 11th March 2015 and the project was commissioned on 17th March 2016. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is **Rs.145.11 Cr. (Rupees One hundred forty five crore and eleven lacs only)** of which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer **Rs. 145.11 Cr. (Rupees One hundred forty five crore and eleven lacs only)**, during the past five financial years as per year-wise details noted below:

Year	Works executed
2015-16	145.11 Cr.



For- H.G. Infra Engineering Limited


Harendra Singh
Authorised Signatory
Managing Director



Date: December 21, 2018



Appendix IA
Annexure IV

Project Code: g

Entity: Self

Certificate regarding construction works

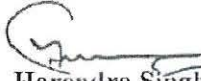
Based on its books of accounts and other published information authenticated by it, this is to certify that **M/s H.G. Infra Engineering Limited** Was engaged by **Modern Road Makers Pvt. Ltd.** to execute **Construction of 4 laning highway NH-65, Kaithal-Rajasthan border Pkg-I (a) for Highway and Structure.** The construction of the project commenced on 15th July, 2015 and the project is likely to be commissioned on 13th July 2018. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is **Rs.457.52 Cr. (Rupees four hundred fifty seven crore and fifty two lacs only)**, of which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer **Rs 408.71 Cr. (Rupees Four hundred eight crore and seventy one lacs only)**, during the past five financial years as per year-wise details noted below:

Year	Works executed
2015-16	85.38 Cr.
2016-17	172.49 Cr.
2017-18	150.84 Cr.
Total	408.71 Cr.

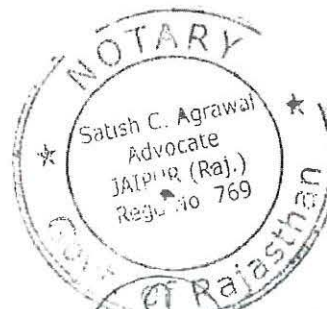


For- H.G. Infra Engineering Limited


Harendra Singh
Authorised Signatory
Managing Director



Date: December 21, 2018



Project Code: h

Entity: Self

Certificate regarding construction works


Based on its books of accounts and other published information authenticated by it, this is to certify that M/s **H.G. Infra Engineering Ltd.** Was engaged by **National Highway Authority of India** to execute **Two Laning with Paved Shoulder of Tonk – Sawaimadhopur section from km 1.300 to km 69.750 of NH-116 under NHDP Phase-IV on EPC mode in the state of Rajasthan for Highway and Structure.** The construction of the project commenced on 18th January, 2017 and the project is likely to be commissioned on 17th January, 2019. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is **Rs. 216.11 Cr. (Rupees Two hundred sixteen crore and eleven lacs only)**, of which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer **Rs 131.41 Cr. (Rupees One hundred thirty one crore and forty one lacs only)**, during the past five financial years as per year-wise details noted below:

Year	Works executed
2017-18	131.41 Cr.
Total	131.41 Cr.



For H.G. Infra Engineering Limited


Harendra Singh
 Authorised Signatory
 Managing Director



Date: December 21, 2018



ATTESTED



A.U.

23

NOTARY
JAIPUR (RAJASTHAN)

Appendix IA
Annexure IV

Project Code: i

Entity: Self

Certificate regarding construction works

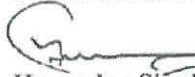
Based on its books of accounts and other published information authenticated by it, this is to certify that M/s H.G. Infra Engineering Ltd. Was engaged by National Highway Authority of India to execute Two laning with paved shoulders from km 0.000 to km 62.318 of Manoharpur to Dausa section of NH 11A (New NH-148) in the state of Rajasthan under NHDP Phase IV for Highway and Structure. The construction of the project commenced on 20th Oct, 2016 and the project is likely to be commissioned on 19th Oct, 2018. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is **Rs.198.21 Cr. (Rupees One hundred ninety eight crore and twenty one lacs only)**, of which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer **Rs 158.74 Cr. (Rupees One hundred fifty eight crore and seventy four lacs only)**, during the past five financial years as per year-wise details noted below:

Year	Works executed
2016-17	63.28 Cr.
2017-18	95.46 Cr.
Total	158.74 Cr.

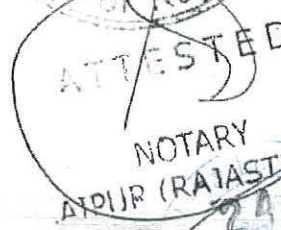
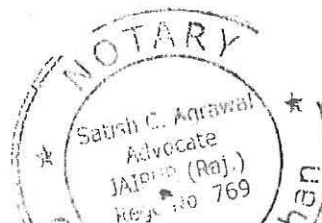


For H.G. Infra Engineering Limited


Harendra Singh
Authorised Signatory
Managing Director



Date: December 21, 2018



Project Code: j

Entity: Self

Certificate regarding construction works

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s H.G. Infra Engineering Limited was engaged by National Highway Authority of India, to execute Construction Widening and strengthening of 2-laning with paved shoulder of Uncha-Nagla-Khanuawa-Roppas-Dholpur-section of Nh-123 in the state of Rajasthan/Uttar Pradesh on EPC mode for Highway and Structure. The construction of the project commenced on 24th February, 2016 and the project is likely to be commissioned on 23rd February, 2018. It is certified that Bidder received payments from its Clients for Construction works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs.261.11 Cr. (Rupees Two hundred sixty one crore and eleven lacs only), of which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer Rs 235.89 Cr. (Rupees Two hundred thirty five crore and eighty nine lacs only), during the past five financial years as per year-wise details noted below:

Year	Works executed
2016-17	140.88 Cr.
2017-18	95.01 Cr.
Total	235.89 Cr.



For H.G. Infra Engineering Limited

[Signature]
Harendra Singh
 Authorised Signatory
 Managing Director



Date: December 21, 2018



Appendix IA
Annexure IV

Project Code: k

Entity: Self

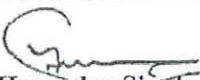
Certificate regarding construction works

Based on its books of accounts and other published information authenticated by it, this is to certify that **M/s H.G. Infra Engineering Ltd.** Was engaged by **Gammon India Limited** to execute **Works of Regional water supply scheme of 267 villages of Tehsil Chaksu in the state of Rajasthan for Core sector.** The construction of the project commenced on 14th November, 2013 and the project was commissioned on 31st March, 2018. It is certified that Bidder received payments from its Clients for Construction works executed by them, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is **Rs. 232.23 Cr. (Rupees Two hundred thirty two crore and twenty three lacs only)**, of which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer **Rs.218.44 Cr. (Rupees Two hundred eighteen crore and forty four lacs only)**, during the past five financial years as per year-wise details noted below:

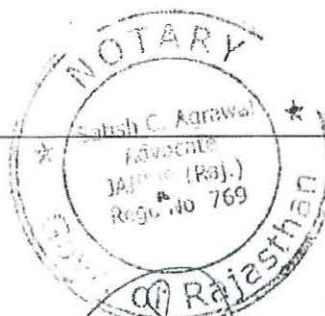
Year	Works executed
2014-15	69.45 Cr.
2015-16	52.38 Cr.
2016-17	28.60 Cr.
2017-18	68.01 Cr.
Total	218.44 Cr.

For H.G. Infra Engineering Limited


Harendra Singh
Authorised Signatory
Managing Director



Date: December 21, 2018



ATTESTED
NOTARY
JAIPUR (RAJASTHAN)




 Appendix IA
 Annex-V

ANNEX-V
Statement of Legal Capacity

Date: December 21, 2018

To,
 General Manager (T),
 National Highways Authority of India,
 G-5 & 6, Sector-10, Dwarka,
 New Delhi-110075.
 Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that Mr. Harendra Singh will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,



Harendra Singh
 (Authorised Signatory)
 Managing Director
 HG Infra Engineering Limited
 III floor Sheel Mohar Plaza, C-Scheme Jaipur 302001


H. G. INFRA ENGINEERING LTD.
 (Erstwhile known as H.G. Infra Engineering (P) Ltd.)

Visit us at : www.hginfra.com
 E-mail : info@hginfra.com

Corp. Office : III Floor, Sheel Mohar Plaza, A-1, Tilak Marg, C-Scheme
 Jaipur-302001 (Raj.)
 Regd. Office : 14, Panchwati Colony, Ratanada, Jodhpur-342001 (Raj.)

Tel. : +91 141 4106040 - 41
 Fax : +91 141 4106044
 Tel. : +91 291 2000307
 Fax : +91 291 2515321



BID CAPACITY

	Rs. (In crores)	Bid Capacity = $(A * N * 2.5 - B + C)$
"A"	1391.39	Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note- 3 below) taking into account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works.
"B"	2684.45	Value (updated to the price level) of existing commitments, works for which Appointed Date/ Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.
"N"	2.00	Number of years prescribed for completion of work for which Bid is invited.
"C"	5.33	The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level)
	4277.83	← Bid Capacity

For H. G. Infra Engineering Limited

Harendra singh
Auth. Signatory
Managing Director



Appendix -IA
Annexure-VI

To calculate the value of "A" and "C"

- 1 A table containing value of Civil Engineering Works in respect to EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows:

SI No.	Year		Value of Civil Engg. Works undertaken w.r.t. EPC Projects including bonus, if any (Rs. In Crores)			Amount of Bonus (Rs. In Crores)	Net Value excluding bonus (Rs. in Crores)
1	Year 1	2017-18/2017	1,391.39	Standalone	Audited	-	1,391.39
2	Year 2	2016-17/2016	967.14	Standalone	Audited	5.07	962.07
3	Year 3	2015-16/2015	715.51	Standalone	Audited	-	715.51
4	Year 4	2014-15/2014	322.36	Standalone	Audited	-	322.36
5	Year 5	2013-14/2013	429.94	Standalone	Audited	-	429.94

- 3 Maximum value of projects that have been undertaken during the F.Y. 2017-18 out of the last 5 years and value thereof is Rs. 1391.39 Crore (Rupees one thousand three hundred ninety one crore and thirty nine lacs only) Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. 1391.39 Crore x 1.00 (Updation factor as per Appendix) = Rs. 1391.39 crores only (Rupees one thousand three hundred ninety one crore and thirty nine lacs only)

- 4 Amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in Appendix):

SI No.	F.Y. / Calendar Year		Amount of Bonus (Rs. in Crores)	Updation Factor	Updated Amount of Bonus (Rs. in Crores)
1	Year 1	2017-18/2017	-	1.00	-
2	Year 2	2016-17/2016	5.07	1.05	5.33
3	Year 3	2015-16/2015	-	1.10	-
4	Year 4	2014-15/2014	-	1.15	-
5	Year 5	2013-14/2013	-	1.20	-
Total "C" =					5.33

For H. G. Infra Engineering Limited

Harendra singh
Authorised Signatory
Managing Director



To calculate the value of "B"

A table containing value of all the existing commitments and on-going works to be completed during the next 2 years is as follows::

S. No.	Name of Project /Work	Percentage of participation of Bidder in project	Date of start/ appointed date of project	Construction period as per Agreement /LOA	Value of Contract as per agreement /LOA	Value of work completed	Date of Confirmation / Cut off	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2017-18/2017 price level
					(Rs. in Cr)	(Rs. in Cr)		(Rs. in Cr)		(Rs. in Cr)
1	Widening and strengthening of 2-laning with paved shoulder of Uncha-Nagla-Khanuawa-Roppas-Dholpur-section of Nh-123 in the state of Rajasthan/Uttar Pradesh on EPC mode.	100%	24-Feb-16	24 Months	265.79	257.31	23-Dec-18	8.48	28-Feb-19	8.48
2	Two Laning with Paved Shoulder of Tonk - Sawaimadhopur section from km 1.300 to km 69.750 of NH-116 under NHDP Phase-IV on EPC mode in the state of Rajasthan	100%	18-Jan-17	24 Months	216.11	176.61	13-Dec-18	39.50	17-Jan-19	39.50
3	Two laning with paved shoulders from km 0.000 to km 62.318 of Manoharpur to Dausa section of NH 11A (New NH-148) in the state of rajasthan under NHDP Phase IV	100%	20-Oct-16	24 Months	198.21	185.60	12-Dec-18	12.61	19-Jan-19	12.61
4	CEJZ/JSLR/23 OF 2016-17 : PROVN OF ROAD NETWORK WITH LIGHTING AT JAISALMR	100%	24-Jan-17	24 Months	41.80	28.07	01-Dec-18	13.73	23-Jan-19	13.73
5	CEJZ/JODHPUR/800254/68/EB 2016-17: PROVISION OF ALL MATERIALS, LABOUR, T&P REQUIRED/ INVOLVED FOR ENTIRE EXECUTION & COMPLETION OF WORK FOR THE ABOVE CA	100%	17-Apr-17	24 Months	13.92	4.53	01-Dec-18	9.39	16-Apr-19	9.39

NOTARY
ATTESTED
NOTARY
AJMER (RAJASTHAN)
24 DEC 2018

Waterhouse & Co Chartered Accountants
LLPIN AAC-4362
Chartered Accountants
FRN 304026E/E-300003
Mumbai * d'tt

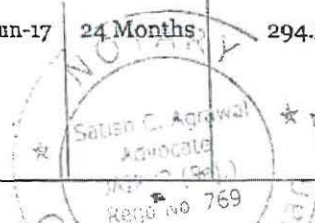
H.G. Infra Engineering Limited
A-1, Tikra Nagar
G-3/10, Sector-10
Jodhpur-342001

H.G. Infra Engineering Limited
A-1, Tikra Nagar
G-3/10, Sector-10
Jodhpur-342001

To calculate the value of "B"

A table containing value of all the existing commitments and on-going works to be completed during the next 2 years is as follows::

S. No.	Name of Project /Work	Percentage of participation of Bidder in project	Date of start/ appointed date of project	Construction period as per Agreement /LOA	Value of Contract as per agreement /LOA	Value of work completed	Date of Confirmation / Cut off	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2017-18/2017 price level
					(Rs. in Cr)	(Rs. in Cr)		(Rs. in Cr)		(Rs. in Cr)
6	CEAF/G/JODH/65 OF 2017-18 Provision of Integrated Watch Towers At Various Locations of Technical Area and Salawas At Air Force Station Jodhpur	100%	12-Mar-18	12 Months	11.99	3.71	13-Dec-18	8.28	11-Nov-19	8.28
7	Rehabilitation and Up-gradation of Amravati-Nandgaon-Morshi-Warud-Pandhurna National Highway from existing km 95+670 (on 140+200 NH-53, Nandgaon) to km 52+440 (Morshi) [Design km.0.000 to km. 43.000] to Two lane with paved shoulders in the state of Maharashtra on EPC Mode	100%	13-Jun-17	24 Months	243.11	109.96	13-Dec-18	133.15	12-Jun-19	133.15
8	Rehabilitation and Up-gradation of Amravati-Nandgaon-Morshi-Warud-Pandhurna National Highway from existing km 52+440 (Morshi) to km 0+000 (Maharashtra/Madhya Pradesh State Border upto Wardha River Bridge) [Design km.43.000 to km. 95.390] to Two lane with paved shoulders in the state of Maharashtra on EPC Mode	100%	13-Jun-17	24 Months	294.51	159.82	13-Dec-18	134.69	12-Jun-19	134.69



ATTESTED

NOTARY

ADIPUR TRAJASTH

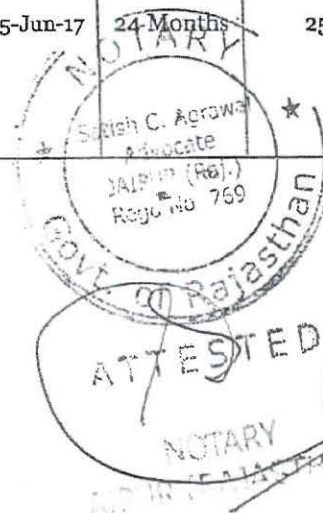
24 DEC 2018



To calculate the value of "B"

A table containing value of all the existing commitments and on-going works to be completed during the next 2 years is as follows::

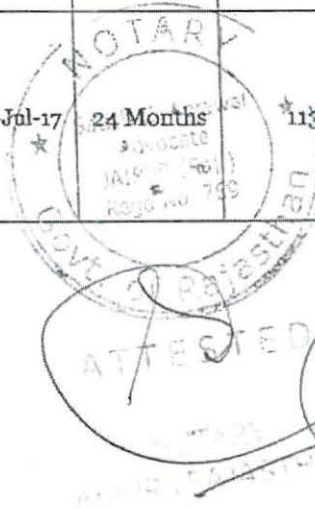
Sl. No.	Name of Project /Work	Percentage of participation of Bidder in project	Date of start/ appointed date of project	Construction period as per Agreement /LOA	Value of Contract as per agreement /LOA	Value of work completed	Date of Confirmation / Cut off	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2017-18/2017 price level
					(Rs. in Cr)	(Rs. in Cr)		(Rs. in Cr)		(Rs. in Cr)
9	Rehabilitation and Up-gradation of Nagpur-Katol-Warud State Highway From Existing Km 60+100 (End of Katol bypass) To Km 101+085 (Warud upto joint junction) [Design Km.60+100 To Km. 100+565] From Two lane with paved shoulder in the state of Maharashtra on EPC Mode	100%	12-Jun-17	24 Months	314.21	121.53	18-Dec-18	192.68	11-Jun-19	192.68
10	Rehabilitation and Up-gradation of Morshi Chandurbazar-Achalpur Highway from Km0/000 to 53/719 to Two Lanes with paved shoulder configuration in the state of Maharashtra on EPC mode	100%	13-Jun-17	24 Months	238.71	76.65	18-Dec-18	162.06	12-Jun-19	162.06
11	Upgradation of Bhandara - Khat - Ramtek - Mansar - Mauli - Nayakund -Parseoni - Saoner to Jont Nh 547 E , Package - I, Bhandara To Ghotitok, From Km. 166+640 To Km. 205+214 (Design Chainage) To Two Lane With Paved Shoulders/ Four Lane Configuration In The State Of Maharashtra on EPC Mode	100%	15-Jun-17	24 Months	257.61	171.64	18-Dec-18	85.97	14-Jun-19	85.97



To calculate the value of "B"

A table containing value of all the existing commitments and on-going works to be completed during the next 2 years is as follows::

S. No.	Name of Project /Work	Percentage of participation of Bidder in project	Date of start/ appointed date of project	Construction period as per Agreement /LOA	Value of Contract as per agreement /LOA	Value of work completed	Date of Confirmation / Cut off	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2017-18/2017 price level
					(Rs. in Cr)	(Rs. in Cr)		(Rs. in Cr)		(Rs. in Cr)
12	Upgradation of Bhandara - Khat - Ramtek - Mansar - Mauli - Nayakund - Parseoni - Saoner to joint NH 547 E , Package - II, Amdi to Saoner, from Km. 226+140 to Km. 265+724 (Design Chainage) to two lane with Paved shoulders/ Four lane configuration in the state of Maharashtra on EPC mode	100%	12-Jun-17	24 Months	258.33	116.51	18-Dec-18	141.82	11-Jun-19	141.82
13	Rehabilitation and Up-gradation of Nandurbar (Near Kolde)- Prakasha-Sahada-Khetia (SH-4 &SH-5) State Highway from existing km 50+260 of SH 5,(Kolde) to km 90+220 (Khetia) [Design km.50+200 to km.98+800] to Two lane with paved shoulders/4 lane in the State of Maharashtra on Engineering, Procurement and Construction (EPC) Basis Contract	100%	27-Jul-17	24 Months	298.11	99.31	12-Dec-18	198.80	26-Jun-19	198.80
14	Up-gradation to two lane with paved shoulder for section from Km 58.000 to Km 91.600(excluding Ch (59.460 to 62.900)and (73.120 to 75.920), (82.650 to 85.300)) Balotra to Sanderao via Jalore section of NH 325 in the State of Rajasthan(Package-II)	100%	20-Jul-17	24 Months	113.31	61.14	14-Dec-18	52.17	19-Jul-19	52.17



To calculate the value of "B"

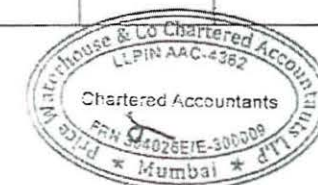
A table containing value of all the existing commitments and on-going works to be completed during the next 2 years is as follows::

Sl. No.	Name of Project /Work	Percentage of participation of Bidder in project	Date of start/ appointed date of project	Construction period as per Agreement /LOA	Value of Contract as per agreement /LOA	Value of work completed	Date of Confirmation / Cut off	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2017-18/2017 price level
					(Rs. in Cr)	(Rs. in Cr)		(Rs. in Cr)		(Rs. in Cr)
15	Six laning of Chittorgarh-Udaipur Section of NH-76 Section 1 from design chainage Km. 214.87 to Km. 263.87 + Additional 15 Km. top layer & RE wall, Road Furniture, Street Light (Ch. 263.87 to Ch. 278.87) in accordance with the provisions of Concession Agreement.(51.87 and 15 Km top layer add)	100%	03-Jul-17	24 Months	483.37	182.76	15-Dec-18	300.61	02-Jul-19	300.61
16	SIX LANING OF GULABPURA CHITTORGARH SECTION-2-FROM KM.138+870 TO KM.213+870(75 Km.)	100%	06-Nov-17	24 Months	637.60	112.58	11-Dec-18	525.01	05-Nov-19	525.01
17	Upgradation to two lane with paved shoulder from Kundal to Jhadol Section of NH-58E from ch. 0.000 to 43.90 PKG 01 in the state of Rajasthan on EPC Mode	100%	28-Jun-18	18 Months	187.11	20.71	18-Dec-18	166.40	19-Dec-19	166.40
18	Development & Upgradation of Banar-Bhopalgarh- Kuchera Highway (SH-63) Km Oto 126.500 under RSHDP -II (Package No.: WB / RSHDP II/ EPC / 01)	100%	01-Jun-18	15 Months	207.11	27.13	16-Dec-18	179.98	02-Sep-19	179.98
19	Development & Upgradation of Bhawi - Pipar - Khimsar Highway (SH- 86C) Length 83.225 Km under RSHDP -II (Package No.: WB / RSHDP II/ EPC / 02)	100%	20-Jun-18	15 Months	85.41	19.70	16-Dec-18	65.71	22-Sep-19	65.71

ATTESTED

NOTARY
AJMER (RAJASTHAN)

24 DEC 2018



To calculate the value of "B"

A table containing value of all the existing commitments and on-going works to be completed during the next 2 years is as follows::

S. No.	Name of Project /Work	Percentage of participation of Bidder in project	Date of start/ appointed date of project	Construction period as per Agreement /LOA	Value of Contract as per agreement /LOA	Value of work completed	Date of Confirmation / Cut off	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2017-18/2017 price level
					(Rs. in Cr)	(Rs. in Cr)		(Rs. in Cr)		(Rs. in Cr)
	Development & Upgradation of Jodhpur - Marwar Junction -Jojawar Highway (SH-204/61 & 61A) Length 119.095 Km under RSHDP -II Package No.: WB / RSHDP II/ EPC / 03)	100%	03-Aug-18	18 Months	304.11	50.71	16-Dec-18	253.40	01-Aug-20	253.40
Sub Total								2,684.45		2,684.45

The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s H.G. Infra Engineering Limited as on bid due date of this RFP.

For H. G. Infra Engineering Limited

Harendra singh
Authorised Signatory
Managing Director



ATTESTED

NOTARY

24.08.2018



"ON GOING WORKS DETAILS"

Date: 23.12.18

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	Rajasthan/Uttar Pradesh
3	Name & Address of Employer	National Highway Authority of India
4	Name of Project	"Widening and Strengthening of 2-Laning with paved shoulder of Uncha-Nagla-Khanuawa-Roppas-Dholpur section of NH-123 in the state of Rajasthan/Uttar Pradesh on EPC Mode"
5	Date of start	24.02.2016
6	Value of contract	265.79 Crore (Including COS)
7	Value of work done	257.31 Crore
8	Value of works remaining to be completed	8.48 Crore
9	Work Order No. & Date	NHAI/Raj/New Projects/2012/ EPC/DU/638 Dated 06.08.2015
10	Stipulated date of completion	23.02.2018
11	Revised date of completion (EOT received/recommended)	28.02.2019
12	Provisional Completion Certificate issued	27.11.2018
13	Anticipated date of completion	28.02.2019



231218
Engineer in charge/Authority Engineer



"ON GOING WORKS DETAILS"

Date: 12.12.2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	Rajasthan
3	Name & Address of Employer	National Highway Authority of India
4	Name of Project	"Two laning with paved shoulders from km 0.000 to km 62.318 of Manoharpur to Dausa section of NH 11A (New NH-148) in the state of Rajasthan under NHDP Phase IV."
5	Date of start/Appointment date	20.10.2016
6	Value of contract	198.21 cr.
7	Value of work done	185.6 cr.(certified) 6 cr. (WIP) 191.6 Cr (Total)
8	Value of works remaining to be completed	6.61 cr.
9	Work Order No. & Date	NHAI/ RJ/11019/EPC/2011/MD/250 Dated 28.07.2016
10	Stipulated date of completion	19.10.2018
11	Provisional Completion Certificate	01.10.2018



G. L. RAO
Team Leader
Theme Engg. Services Pvt. Ltd.
SHAHUPURA-303113



38



"ON GOING WORKS DETAILS"

Date: 01.12.2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd.
2	State	Rajasthan
3	Name & Address of Employer	Garrison Engineer (A) (P) No. 2 Jaisalmer
4	Name of Project	CEJZ/JSIR/23 OF 2016-17 : PROVN OF ROAD NETWORK WITH LIGHTING AT JAISALMER
5	Date of Start/appointment	24.01.2017
6	Value of contract (In Crore)	418014467.20
7	Value of work done up to Nov'18	280695000.00
8	Value of works remaining to be completed	137319467.20
9	Work Order No. & Date	8503/15/E8, 15.01.2017
10	Stipulated date of completion	23.01.2019
11	Anticipated date of completion	23.01.2019



Engineer in charge/Authority Engineer

(Civil)
GE B/R-III
th(A)(P) No 2, Jaisalmer



39

Scanned by CamScanner



"ON GOING WORKS DETAILS"

Date: 01.12.2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd.
2	State	Rajasthan
3	Name & Address of Employer	Garrison Engineer (A) (P) No. 1 Jaisalmer
4	Name of Project	CEJZ/JSR/ 36 OF 2016-17 : PROVN OF OTM ACCN (JOB NO. S-2891) AT JAISALMER
5	Date of Start/appointment	17.04.2017
6	Value of contract (In Crore)	139198367.28
7	Value of work done up to Sep 18	45329000.00
8	Value of works remaining to be completed	93869367.28
9	Work Order No. & Date	8430/17/E8, 10.04.2017
10	Stipulated date of completion	16.04.2019
11	Anticipated date of completion	16.04.2019



Garrison Engineer / Authority Engineer

**Garrison Engineer (A) (P) No. 1
Jaisalmer (Raj.)**



ATTESTED
NOTARY
JAIPUR (RAJASTHAN)



"ON GOING WORKS DETAILS"

Date: 13.12.2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd.
2	State	Rajasthan
3	Name & Address of Employer	Garrison Engineer (AF) Jodhpur
4	Name of Project	CE(AF)G/JODH/65 OF 2017-18: PROVN OF INTEGRATED WATCH TOWER AT VARIOUS LOCATIONS OF TECHNICAL AREA AND SALAWAS AT AF STN JODHPUR
5	Date of Start/appointment	12.03.2018
6	Value of contract (In Crore)	119954037.00
7	Value of work done up to Nov'18	37108260.00
8	Value of works remaining to be completed	82845777.00
9	Work Order No. & Date	8315/13/E8, 12.03.2018
10	Stipulated date of completion	12.03.2018
11	Anticipated date of completion	11.11.2019



Engineer in charge/Authority Engineer



44.00

41

NOTARY
ATDHO (RAJASTHAN)

24





"ON GOING WORKS DETAILS"

Date: 13.12.2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	Maharashtra
3	Name & Address of Employer	PWD (CE, NH)
4	Name of Project	"Rehabilitation and Up-gradation of Amravati-Nandgaon-Morshi-Warud-Pandhurna National Highway from existing km 95+670 (on 140+200 NH-53, Nandgaon) to km 52+440 (Morshi) [Design km.0.000 to km. 43.000] to Two lane with paved shoulders in the state of Maharashtra on EPC Mode"
	Date of start	13.06.2017
5	Value of contract (In Crore)	243.11 Cr.
6	Value of work done (In Crore)	109.96 Cr.
7	Value of works remaining to be completed (In Crore)	133.15 Cr.
8	Work Order/LOA No. & Date	CENH/D-1/Tender/LOA/33/2017 Dated 30.03.2017
9	Stipulated date of completion	12.06.2019
10	Anticipated date of completion	12.06.2019



K & J Projects Pvt. Ltd.

Plot No. 93, Govind Vihar, Near Sai Mandir, Nagpur Road, At & Tal - Warud, Dist - Amravati, Maharashtra

E-mail : tl_nm@knjprojects.com, www.knjprojects.com

CIN No. : U45203MH2004PTC150165

42

ATTESTED

NOTARY
A-1, Tripathi C-Scheme
Jaipur-302001

24 DEC 2018



ON GOING WORKS DETAILS

Date: 13.12.2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	Maharashtra
3	Name & Address of Employer	PWD (CE, NH)
4	Name of Project	"Rehabilitation and Up-gradation of Amravati-Nandgaon-Morshi-Warud-Pandhurna National Highway from existing km 52+440 (Morshi) to km 0+000 (Maharashtra/Madhya Pradesh State Border upto Wardha River Bridge) [Design km.43.000 to km. 95.390] to Two lane with paved shoulders in the state of Maharashtra on EPC Mode"
	Date of start	13.06.2017
5	Value of contract (In Crore)	294.51 Cr.
6	Value of work done (In Crore)	159.82 Cr.
7	Value of works remaining to be completed (In Crore)	134.69 Cr
8	Work Order/LOA No. & Date	RW/NH/12014/15/2016-MHR(P-6) Dated 30.03.2017
9	Stipulated date of completion	12.06.2019
10	Anticipated date of completion	12.06.2019



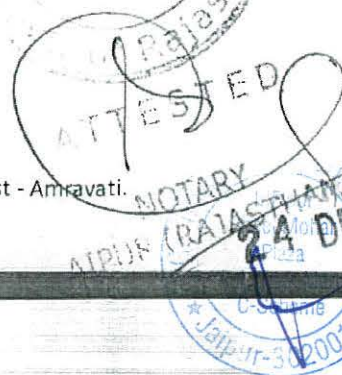
K & J Projects Pvt. Ltd.

Plot No. 93, Govind Vihar, Near Sai Mandir, Nagpur Road, At & Tal - Warud, Dist - Amravati.

E-mail : tl_nm@knjprojects.com, www.knjprojects.com

CIN No. : U45203MH2004PTC150165

43



No:- NHD/Nag/Ar-I/ <u>5098</u>	Office of the Executive Engineer National Highway Division Public Works Department Bungalow No 39/1, Civil Lines Nagpur - 440001, Tel:- 0712-2524829 Email: nhnagpur.ee@mahapwd.com Date:- <u>11/11/2018</u>
--------------------------------	--

18 DEC 2018

To,
H.G. Infra Engineering Limited.
III floor 'Sal Plaza' Katol Road
Nagpur-440013

Ref:- HGIEL/GEN/WIP/2018-19/329, Dated:- 16/12/2018

NAME OF

PROJECT 1) "Rehabilitation and Up-gradation of Nagpur-Katol-Warud State Highway From Existing Km 60+100 (End of Katol bypass) To Km 101+085 (Warud upto joint junction) [Design Km.60+100 To Km. 100+565] From Two lane with paved shoulder In the state of Maharashtra on EPC Mode"

Dear Sir,

We confirm that we are in agreement with the below mentioned balances as at year ended Oct, 2018.

"ON GOING WORKS DETAILS"

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd.
2	State	Maharashtra
3	Name & Address of Employer	PWD (CE, NH)
4	Name of Project	SR.NO.- 1
5	Work Order/LOA No. & Date	RW/NH/12014/86/2016 - MHR (P6) Dated 30.03.2017
6	Appointed Date	12.06.2017
7	Value of contract	314.21 Cr
8	Value of work done including PV for the FY 2017-18 (Excl. Mobilization Advance)	38.89 Cr
9	Value of work done including PV for the FY 2018-19. (April 18 To Oct-18) (Excl. Mobilization Advance)	82.64 Cr
11	Value of works remaining to be completed (In Crore)	192.68 Cr.
12	Stipulated date of completion	11.06.2019
13	Anticipated date of completion	11.06.2019



Rahul
Dy Executive Engineer
National Highway Division
Nagpur

ATTESTED

NOTARY
ATPIR (RAJASTHAN)

24 DEC 2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd.
2	State	Maharashtra
3	Name & Address of Employer	PWD (CE, NH)
4	Name of Project	Rehabilitation and Up-gradation of Morshi-Chandurbazar-Achalpur Highway from existing km 0+000 (Morshi) to km 53+903 (Achalpur) [Design km.0+000 to km. 53+719] to Two lane with paved shoulders in the state of Maharashtra on Engineering, Procurement & Construction (EPC) Basis Contract
5	Work Order/LOA No. & Date	RW/NH/12014/85/2016-MHR(P-6)-Tender Dated 31.03.2017
6	Appointed Date	12.06.2017
7	Value of contract	238.71 Cr.
8	Value of work done including PV for the FY 2017-18 (Excl. Mobilization Advance)	8.83 Cr
9	Value of work done including PV for the FY 2018-19. (April 18 To Sept 18) (Excl. Mobilization Advance)	67.816 Cr Up to Date Sep 2018
10	Withheld Amount	0.13+3.48=3.628 Cr
11	Value of works remaining to be completed (In Crore)	238.71 Cr - (8.83+67.816 Cr)=162.063 Cr
12	Retention Money as on date	4.38Cr
13	Mobilization, Advance balance as on date	Nil
14	Stipulated date of completion	12.06.2019
15	Anticipated date of completion	12.06.2019



Engineer in Charge/ Authority Engineer



44.0 - 45





No: TL/K & J/BG/2018-19/CRT./451

Date: 18/12/2018

"ON GOING WORKS DETAILS"

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd.
2	State	Maharashtra
3	Name & Address of Employer	PWD (CE, NH)
4	Name of Project	"Upgradation of Bhandara - Khat - Ramtek - Mansar - Mauli - Nayakund - Parseoni - Saoner to JontNh 547 E , Package - I, Bhandara To Ghotitok, From Km. 166+640 To Km. 205+214 (Design Chainage) To Two Lane With Paved Shoulders/ Four Lane Configuration In The State Of Maharashtra on EPC Mode"
5	Date of start	15.06.2017
6	Value of contract (In Crore)	257.61 Cr.
7	Value of work done (In Crore) up to Nov-18	171.64 Cr.
8	Value of works remaining to be completed (In Crore)	85.97 Cr
9	Work Order/LOA No. & Date	CENH/D-1/Tender/LOA/36/2017, Dated. 30.03.2017
10	Stipulated date of completion	14.06.2019
11	Anticipated date of completion	14.06.2019

Vijay Gobade
 Vijay Gobade
 Quantity Surveyor
 K & J Projects Pvt. Ltd.



Monosij Bandyopadhyay
 Monosij Bandyopadhyay
 Team Leader
 K & J Projects Pvt. Ltd.



K & J Projects Pvt. Ltd.

Plot No. 63, Shiv Nagar, Sitalwadi T-Point, Ramtek (MH)
 E-mail: tl_bg@knjprojects.com, www.knjprojects.com
 CIN No. : U45203MH2004PTC150165

46





No: TL/K & J/AS/2018-19/CRT./452

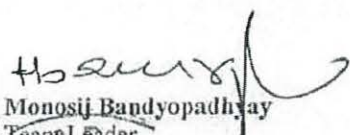
Date: 18.12.2018

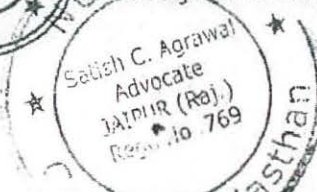
"ON GOING WORKS DETAILS"

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd.
2	State	Maharashtra
3	Name & Address of Employer	PWD (CE, NH)
4	Name of Project	"Upgradation of Bhandara - Khat - Ramtek - Mansar - Mauli - Nayakund - Parseoni - Saoner to joint NH 547 E , Package - II, Amdi to Saoner, from Km. 226+140 to Km. 265+724 (Design Chainage) to two lane with Paved shoulders/ Four lane configuration in the state of Maharashtra on EPC mode"
5	Date of start	12.06.2017
6	Value of contract (In Crore)	258.33 Cr.
7	Value of work done (In Crore) up to Oct-18	116.51 Cr
8	Value of works remaining to be completed (In Crore)	141.82 Cr.
9	Work Order/LOA No. & Date	RW /NH/ 12014/ 85/2016-MHR(P-6)-Tender Dated 31.03.2017
10	Stipulated date of completion	11.06.2019
11	Anticipated date of completion	11.06.2019


Gowardhan Bobade
 Quantity Surveyor
 K & J Projects Pvt. Ltd




Monosij Bandyopadhyay
 Team Leader
 K & J Projects Pvt. Ltd.

**K & J Projects Pvt. Ltd.**

Plot No. 63, Shiv Nagar, Sitalwadi T-Point, Ramtek (MH)

E-mail : tl_bg@knjprojects.com, www.knjprojects.com

CIN No. : U45203MH2004PTC150165

47

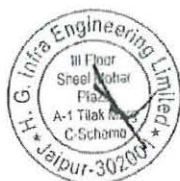


24 DEC 2018

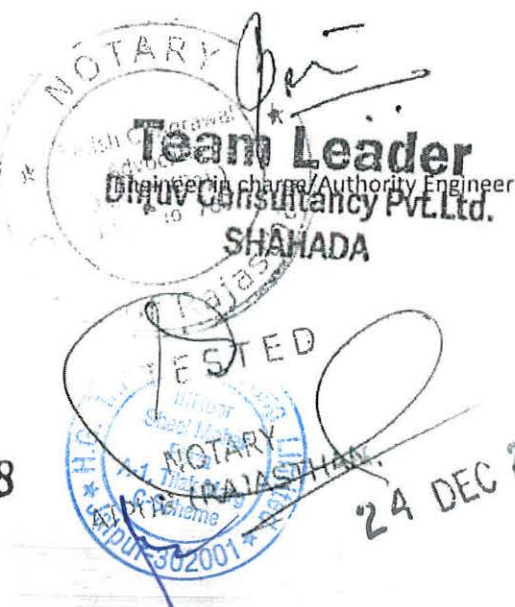
ON GOING WORKS DETAILS

Date: 12.12.2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	Maharashtra
3	Name & Address of Employer	MSRDC
4	Name of Project	"Rehabilitation and Up-gradation of Nandurbar (Near Kolde)- Prakasha-Sahada-Khetia (SH-4 &SH-5) State Highway from existing km 50+260 of SH 5, (Kolde) to km 90+220 (Khetia) [Design km.50+200 to km.98+800] to Two lane with paved shoulders/4 lane in the State of Maharashtra on Engineering, Procurement and Construction (EPC) Basis Contract"
	Date of start	27.07.2017
5	Value of contract	298.11 Crore
6	Value of work done	99.31 Crore
7	Value of works remaining to be completed	198.8 Crore
8	Work Order/LOA No. & Date	RW /NH/ 12014/ 145/2016-MHR(P-6)-Tender Dated 31.03.2017
9	Stipulated date of completion	26.07.2019
10	Anticipated date of completion	26.07.2019



48

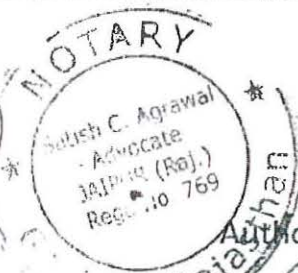


24 DEC 2018

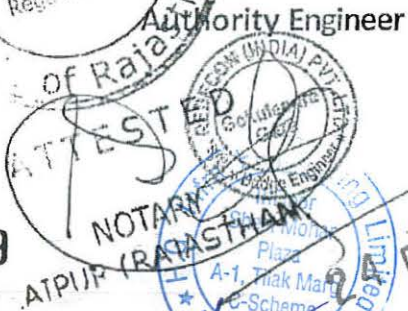
"ON GOING WORKS DETAILS"

Date: 14.12.2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd.
2	State	Rajasthan
3	Name & Address of Employer	PWD(NH) Rajasthan, JAIPUR
4	Name of Project	"UP-Gradation to Two Lane with Paved Shoulder for Section from Km. 58.000 to Km. 91.600 (excluding Ch. (59.460 to 62.900), (73.120 to 75.920), (82.650 to 85.300) Balotra to Sanderao via Jalore (excluding ongoing BOT Projects) section of NH-325 in the state of Rajasthan on EPC mode."
5	Date of Commencement	20.07.2017
6	Value of contract	113.31 Crore
7	Value of work done	61.136Crore
8	Value of works remaining to be completed	52.174 Crore
9	Work Order No. & Date	F.7(480)/SE-PPP-NH/EPC/D-116 Date. 22.05.2017
10	Stipulated date of completion	19.07.2019
11	Anticipated date of completion	19.07.2019



49



DEC 2018

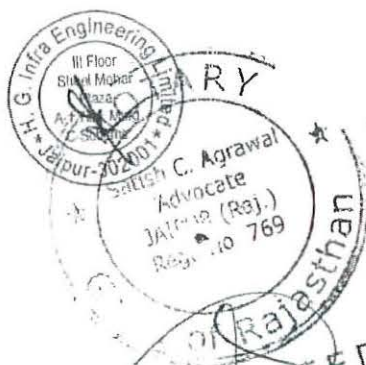
TPL – HGIEPL JOINT VENTURE

“ON GOING WORKS DETAILS”

Date: 15-12-2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	RAJASTHAN
3	Name & Address of Employer	TPL-HGIEPL (JV) C/o Floor 3 Transocean House, Lake Boulevard Road, Hiranandani Business Park, Powai, Mumbai 400 676
4	Name of Project	Six laning of Chittorgarh-Udaipur Section of NH-76 Section 1 from design chainage Km. 214.87 to Km. 263.87 + Additional 15 Km. top layer & RE wall, Road Furniture, Street Light (Ch. 263.87 to Ch. 278.87) in accordance with the provisions of Concession Agreement (49.00 Km and 15.00 Km top layer add)
5	Date of Start/Appointment	03.07.2017
6	Value of contract	483.37 Crore
7	Value of work done	182.76 Crore
8	Value of works remaining to be completed	300.60 Crore
9	Work Order No. & Date	01 dated 29.06.2017
10	Stipulated date of completion	02.07.2019
11	Anticipated date of completion	02.07.2019

HG INFRA ENGINEERING LTD	
RECEIVED	
Date	15-12-18
Time	05:50 PM
Sl.	NEON

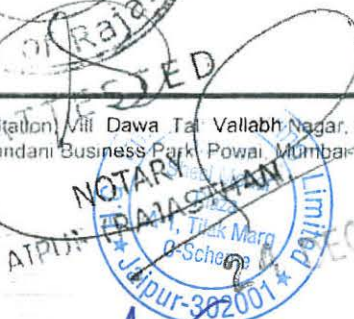



 Seal & Signature

Project Office : Camp At Km 137+00 NH-76 (Near Bharat benz Service Station) Vill Dawa Tal Vallabh Nagar, Udaipur - 313022
 Reg. Office : Floor 3 Transocean House, Lake Boulevard Road Hiranandani Business Park, Powai, Mumbai- 400076, India
 Tel.: 022-67402900, Fax No : 022-67402960



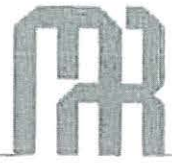
50



MODERN ROAD MAKERS PVT. LTD.

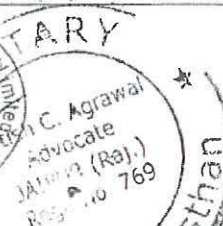
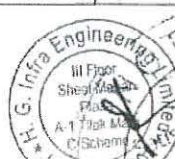
(A subsidiary of
IRB INFRASTRUCTURE DEVELOPERS LTD.)Corporate Office: 3rd Floor, IRB Complex, Chandivali Farm, Chandivali Village, Andheri (E), Mumbai - 400 072.
Tel: 91 - 22 - 6640 4220, 4880 4200 ■ Fax: 91 - 22 - 6675 1024 ■ e-mail: info@irb.co.in ■ www.irb.co.in

CIN : U45203MH1994PTC077075

**"ON GOING WORKS DETAILS"**

Date: 11.12.2018

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	Rajasthan
3	Name & Address of Employer	Modern Road Makers (P) Ltd. IRB Complex, Chandivli Farm, Andheri (E.) Mumbai -400072
4	Name of Project	Six laning of Gulabpura - Chittorgarh Section of NH-79 from km 89+770 to km213+870 in the State of Rajasthan under NHDP Phase V through Public Private Partnership (PPP) on Design, Build, Finance, Operate & Transfer ("DBFOT") Toll Basis.
5	Date of Start/appointment	06.11.2017
6	Value of contract	637.595 Crore
7	Value of work done	112.581
8	Value of works remaining to be completed	525.014
9	Work Order No. & Date	MRM/CTO/5796/GC BOT/P-2/LOA 24.01.2017
10	Stipulated date of completion	05.11.2019
10	Anticipated date of completion	05.11.2019



Seal & signature

Registered Office: Wing - A, 2nd Floor, Office No. 201, Universal Business Park,
Chandivali Farm Road, Off Saki Vihar Road, Andheri (E), Mumbai - 400 072
Tel: 91-22-6733 6400 ■ Fax: 91-22-6733 6440 ■ e-mail: info@irb.co.in ■ www.irb.co.in

DEC 2018

ON GOING WORK DETAILS

Date:- 18.12.2018

1	Name of the Applicant	M/s H. G. Infra Engineering Ltd.
2	State	Rajasthan
3	Name & Address of Employer	PWD (NH) Rajasthan, Jaipur
4	Name of Project	Upgradation To Two Lane With Paved Shoulder Configuration From Kundal To Jhadol (Section Of Nh-58E), From Km. 0+000 To Km. 43+900 (Design Chainage), Package-I, In The State Of Rajasthan
5	Date of Commencement	28.06.2018
6	Value of Contract	187.11 Cr.
7	Value of Work Done	20.71 Cr.
8	Value of Works remaining to be completed	166.40 Cr.
9	Work Order No. & date	F-7, (490)/SE-NH-PPP-EPC/D-403, Date:- 04-04-2018
10	Stipulated Date of Completion	19.12.2019
11	Anticipated Date of Completion	19.12.2019

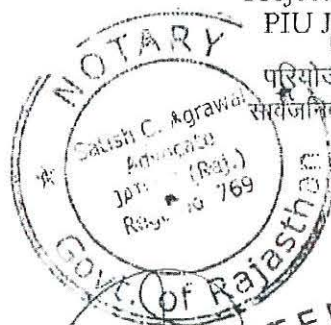


(SUDHIR MATHUR)
PD Cum Superintending Engineer
PWD NH Circle
Udaipur



"ON GOING WORKS DETAILS"

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	Rajasthan
3	Name & Address of Employer	Additional Chief Engineer (PPP) PWD, Rajasthan
4	Name of Project	Development & Upgradation of Banar - Bhopalgarh - Kuchera Highway (SH-63) km 0 to 126.500 under RSHDP-II (Package No. WB/RSHDP II/EPC/01)
5	Date of Commencement	01.06.2018
6	Value of contract	207.11 Crore
7	Value of work done upto 16.12.2018	27.13 Cr.
8	Value of works remaining to be completed	179.98 Cr.
9	Agreement No. / Work Order No. & Date	Agreement No. 02/2018-19 dt. 17.05.2018
10	Stipulated date of completion	02.09.2019
11	Anticipated date of completion	02.09.2019



ATTESTED

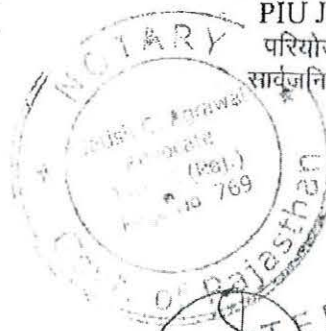
NOTARY
JAIPUR (RAJASTHAN)

"ON GOING WORKS DETAILS"

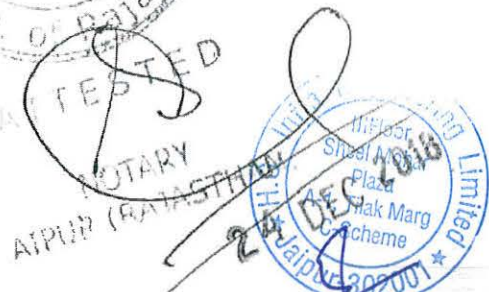
1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	Rajasthan
3	Name & Address of Employer	Additional Chief Engineer (PPP) PWD, Rajasthan
4	Name of Project	Development & Up-gradation of Bhawi - Pipar - Khimsar Highway (SH-86C) Length 83.225 Km under RSHDP II (Package No. WB/RSHDP II/EPC/02)
5	Date of Commencement	20.06.2018
6	Value of contract	85.41Crore
7	Value of work done upto 16.12.2018	19.70 Cr.
8	Value of works remaining to be completed	65.71 Cr.
9	Agreement No. / Work Order No. & Date	Agreement No. 03/2018-19 dt. 17.05.2018
10	Stipulated date of completion	22.09.2019
11	Anticipated date of completion	22.09.2019



Project Director, PPP,
PIU Jodhpur (सैन्य)
परियोजना निदेशक (पीपीपी)
सार्वजनिक निर्माण विभाग जोधपुर



54



"ON GOING WORKS DETAILS"

1	Name of the Applicant	M/s H.G. Infra Engineering Ltd. (Formerly known as H G Infra Engineering Private Limited)
2	State	Rajasthan
3	Name & Address of Employer	Additional Chief Engineer (PPP) PWD, Rajasthan
4	Name of Project	Development & Upgradation of Jodhpur-Marwar-Junction-Jojawar Highway (SH-61 & 61A) Length 119.095 Km under RSHDP-II (Package No. WB/RSHDP II/EPC/03)
5	Date of Commencement	03.08.2018
6	Value of contract	304.11 Crore
7	Value of work done upto 16.12.2018	50.71 Cr.
8	Value of works remaining to be completed	253.40 Cr.
9	Agreement No. / Work Order No. & Date	Agreement No. 04/2018-19 dt. 28.06.2018
10	Stipulated date of completion	01.08.2020
11	Anticipated date of completion	01.08.2020



Project Director, PPP,
PIU Jodhpur (सैनी)
परियोजना निदेशक (पीपीपी)
सार्वजनिक निर्माण विभाग जोधपुर



ATTESTED
NOTARY
JODHPUR (RAJASTHAN)
55



Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)

S. No.	Name of Work	Contract Price (Rs. in Cr)	Appointed Date	Original Scheduled Completion Date (OSCD)	Likely date of completion	Remarks for delay
1	Widening and strengthening of 2-laning with paved shoulder of Uncha-Nagla-Khanuawa-Roppas-Dholpur-section of Nh-123 in the state of Rajasthan/Uttar Pradesh on EPC mode.	265.79	24-Feb-16	OSCD 23-Feb-18 EOT recomnded by AE 28-Feb-19	28-Feb-19	PCOD for the project has been achieved. Balance work is under punch list B due to LA and will be completed after handing over of required land by Authority. Enclosed : PCOD Certificate
2	Two Laning with Paved Shoulder of Tonk - Sawaimadhopur section from km 1.300 to km 69.750 of NH-116 under NHDP Phase-IV on EPC mode in the state of Rajasthan	216.11	18-Jan-17	17-Jan-19	17-Jan-19	
3	Two laning with paved shoulders from km 0.000 to km 62.318 of Manoharpur to Dausa section of NH 11A (New NH-148) in the state of rajasthan under NHDP Phase IV	198.21	20-Oct-16	19-Oct-18	19-Jan-19	PCOD for the project has been achieved. Balance work is under punch list B due to LA and will be completed after handing over of required land by Authority/NHAI. Enclosed : PCOD Certificate
4	CEJZ/JSLR/23 OF 2016-17 : PROVN OF ROAD NETWORK WITH LIGHTING AT JAISALMR	41.80	24-Jan-17	23-Jan-19	23-Jan-19	
5	CEJZ/JODHPUR/800254/68/EB 2016-17: PROVISION OF ALL MATERIALS, LABOUR, T&P REQUIRED/INVOLVED FOR ENTIRE EXECUTION & COMPLETION OF WORK FOR THE ABOVE CA	13.92	17-Apr-17	16-Apr-19	16-Apr-19	
6	CE(AF)G/JODH/65 OF 2017-18 Provision of Integrated Watch Towers At Various Locations of Technical Area and Salawas At Air Force Station Jodhpur	11.99	12-Mar-18	11-Mar-19	11-Nov-19	
7	Rehabilitation and Up-gradation of Amravati-Nandgaon-Morshi-Warud-Pandhurna National Highway from existing km 95+670 (on 140+200 NH-53, Nandgaon) to km 52+440 (Morshi) [Design km.0.000 to km. 43.000] to Two lane with paved shoulders in the state of Maharashtra on EPC Mode	243.11	13-Jun-17	12-Jun-19	12-Jun-19	
8	Rehabilitation and Up-gradation of Amravati-Nandgaon-Morshi-Warud-Pandhurna National Highway from existing km 52+440 (Morshi) to km 0+000 (Maharashtra/Madhya Pradesh State Border upto Wardha River Bridge) [Design km.43.000 to km. 95.390] to Two lane with paved shoulders in the state of Maharashtra on EPC Mode	294.51	13-Jun-17	12-Jun-19	12-Jun-19	
9	Rehabilitation and Up-gradation of Nagpur Katol-Warud State Highway From Existing Km 60+100 (End of Katol bypass) To Km 101+085 (Warud upto joint junction) [Design Km.60+100 To Km. 100+565] From Two lane with paved shoulder in the state of Maharashtra on EPC Mode	314.21	12-Jun-17	11-Jun-19	11-Jun-19	



Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)

S. No.	Name of Work	Contract Price (Rs. in Cr)	Appointed Date	Original Scheduled Completion Date (OSCD)	Likely date of completion	Remarks for delay
10	Rehabilitation and Up-gradation of Morshi Chandurbazar-Achalpur Highway from Km0/000 to 53/719 to Two Lanes with paved shoulder configuration in the state of Maharashtra on EPC mode	238.71	13-Jun-17	12-Jun-19	12-Jun-19	
11	Upgradation of Bhandara - Khat - Ramtek - Mansar - Mauli - Nayakund - Parseoni - Saoner to Jont Nh 547 E , Package - I, Bhandara To Ghotitok, From Km. 166+640 To Km. 205+214 (Design Chainage) To Two Lane With Paved Shoulders/ Four Lane Configuration In The State Of Maharashtra on EPC Mode	257.61	15-Jun-17	14-Jun-19	14-Jun-19	
12	Upgradation of Bhandara - Khat - Ramtek - Mansar - Mauli - Nayakund - Parseoni - Saoner to Jont NH 547 E , Package - II, Amdi to Saoner, from Km. 226+140 to Km. 265+724 (Design Chainage) to two lane with Paved shoulders/ Four lane configuration in the state of Maharashtra on EPC mode	258.33	12-Jun-17	11-Jun-19	11-Jun-19	
13	Rehabilitation and Up-gradation of Nandurbar (Near Kolde)- Prakasha-Sahada Khetia (SH-4 &SH-5) State Highway from existing km 50+260 of SH 5,(Kolde) to km 90+220 (Khetia) [Design km.50+200 to km.98+800] to Two lane with paved shoulders/4 lane in the State of Maharashtra on Engineering, Procurement and Construction (EPC) Basis Contract	298.11	27-Jul-17	26-Jul-19	26-Jun-19	
14	Up-gradation to two lane with paved shoulder for section from Km 58.000 to Km 91.600(excluding Ch (59.460 to 62.900)and (73.120 to 75.920), (82.650 to 85.300)) Balotra to Sanderao via Jalore section of NH 325 in the State of Rajasthan(Package-II)	113.31	20-Jul-17	19-Jul-19	19-Jul-19	
15	Six laning of Chittorgarh-Udaipur Section of NH-76 Section 1 from design chainage Km. 214.87 to Km. 263.87 + Additional 15 Km. top layer & RE wall, Road Furniture, Street Light (Ch. 263.87 to Ch. 278.87) in accordance with the provisions of Concession Agreement.(51.87 and 15 Km top layer add)	483.37	03-Jul-17	02-Jul-19	02-Jul-19	
16	SIX LANING OF GULABPURA CHITTORGARH SECTION-2-FROM KM.138+870 TO KM.213+870(75 Km.)	637.60	06-Nov-17	05-Nov-19	05-Nov-19	
17	Upgradation to two lane with paved shoulder from Kundal to Jhadol_ Section of NH-58E from ch. 0.000 to 43.90 PKG 01 in the state of Rajasthan on EPC Mode	187.11	28-Jun-18	19-Dec-19	19-Dec-19	



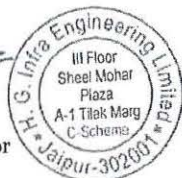
Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)

S. No.	Name of Work	Contract Price (Rs. in Cr)	Appointed Date	Original Scheduled Completion Date (OSCD)	Likely date of completion	Remarks for delay
18	Development & Upgradation of Banar-Bhopalgarh- Kuchera Highway (SH-63) Km Oto 126.500 under RSHDP -II (Package No.: WB / RSHDP II/ EPC / 01)	207.11	01-Jun-18	02-Sep-19	02-Sep-19	
19	Development & Upgradation of Bhawi - Pipar - Khimsar Highway (SH- 86C) Length 83.225 Km under RSHDP -II (Package No.: WB / RSHDP II/ EPC / 02)	85.41	20-Jun-18	22-Sep-19	22-Sep-19	
20	Development & Upgradation of Jodhpur - Marwar Junction -Jojawar Highway (SH- 61 & 61A) Length 119.095 Km under RSHDP -II Package No.: WB / RSHDP II/ EPC / 03)	304.11	03-Aug-18	01-Aug-20	01-Aug-20	

We certify that all the information furnished above is true in all respects.

For H. G. Infra Engineering Limited

Harendra singh
Auth. Signatory
Managing Director



TES

T Theme Engineering Services Pvt. Ltd.
E B - 24, Gokul Vatika, Jawahar Circle, Jaipur - 302017 (Raj.)
S ☎ +91-141-2724495, 2724497, Fax: +91-141-2724491
 Email: theme@dataone.in, theme@themeengineering.com

PROVISIONAL COMPLETION CERTIFICATE

Project Name: Two laning with paved shoulders of Uncha-Nagla-Khanuawa-Roppas-Dholpur section of NH-123 from Km. 75.008 (length 75.008 Km.) in the state of Rajasthan/ Uttar Pradesh

1. I, Dinesh Chandra Katara, President and Sr. Consultant of Theme Engineering Services Pvt. Ltd Jaipur, acting as the Authority's Engineer, under and in accordance with the Agreement dated 02.12.2015, (the "Agreement") for rehabilitation and augmenting the existing road from Design Chainage Km 0.000 to Km 75.008 (approximately 75.008 km) on the Uncha-Nagla-Khanuawa-Roppas-Dholpur section of National Highway No.123 (hereinafter called the "NH-123") in the state of Rajasthan/Uttar Pradesh by Two-Laning with paved shoulders (the "Project Highway") on Engineering, Procurement and Construction (EPC) basis through M/S HG Infra Engineering Pvt. Ltd., Jaipur, hereby certify that the Tests in accordance with Article 12 of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
2. Works that are incomplete on account of Time Extension have been specified in the Punch List-B appended hereto, and the Contractor has agreed and accepted that it shall complete all such works in the time and manner set forth in the Agreement. In addition, certain minor works are incomplete and these are not likely to cause material inconvenience to the Users of the Project Highway or affect their safety. The Contractor has agreed and accepted that as a condition of this Provisional Certificate, it shall complete such minor works within 30 (thirty) days hereof. These minor works have also been specified in the aforesaid Punch List-A.
3. In view of the foregoing, I am satisfied that the Project Highway from Km 0.000 to Km 75.008, excluding the following stretches- 34.200 to 34.500, 54.500 to 54.550, 54.700 to 54.840, 54.965 to 55.060 and 7 major junctions & ROB at Ch. 47.608 as per revised Punch List A & B, can be safely and reliably placed in service of the Users thereof and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into operation on this the 27th day of November 2018

ACCEPTED, SIGNED, SEALED

For and on behalf of
Contractor by:

(Signature)
 (Signature) _____

SIGNED, SEALED AND
DELIVERED

For and on behalf of
Authority's Engineer by:

(Signature)
 (D.C. Katara)
 Authority's Engineer,
 Theme Engineering Services Pvt. Ltd.,
 Jaipur.



ATTESTED
 NOTARY
 59 (RAJASTHAN)



TES

T
E
S**Theme Engineering Services Pvt. Ltd.**

B - 24, Gokul Vatika, Jawahar Circle, Jaipur - 302017 (Raj.)

☎ +91-141-2724495, 2724497, Fax: +91-141-2724491

Email: theme@dataone.in, theme@themengineering.com**SCHEDULE-L**

(See Clause 12.2 and 12.4)

PROVISIONAL CERTIFICATE

Project Name: Two laning with paved shoulders from Km 0.000 to Km 62.318 of Manoharpur to Dausa section of NH- 11A (New Nh-148) in the state of Rajasthan under NHDP Phase IV

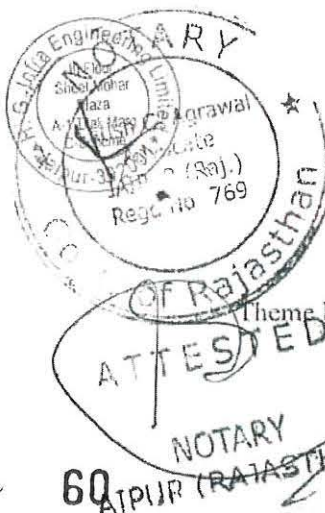
1. I, Dinesh Chandra Katara, President & Sr. Consultant of Theme Engineering Services Pvt. Ltd Jaipur, acting as "Authorized Representative" under and in accordance with the Agreement dated 07.09.2016, (the "Agreement") for construction of Manoharpur -Dausa section (Km 0.000 to Km 62.318) of National-Highway No.11A (New NH-148) (the "Project Highway") on Engineering, Procurement and Construction (EPC) basis through M/S H. G. Infra Engineering Ltd., hereby certify that the Tests in accordance with Article 12 of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
2. Works that are incomplete have been specified in the Punch List-A & B (Annexure-VI) appended hereto, and the Contractor has agreed and accepted that it shall complete all such works in the time and manner set-forth in the Agreement. In addition, certain minor works are incomplete and these are not likely to cause material inconvenience to the Users of the Project Highway or affect their safety. The Contractor has agreed and accepted that as a condition of this Provisional Certificate, it shall complete such minor works mentioned in Punch List- B after land acquisition and possession of land. These minor works have also been specified in the aforesaid Punch List-B.
3. In view of the foregoing, I am satisfied that the Project Highway from Km 0.000 to Km 62.318, excluding the stretches as per Punch List-B can be safely and reliably placed in service of the Users thereof and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into operation on this the 1st day of October 2018.

ACCEPTED,
SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

Contractor by:



For and on behalf of

Authorized Representative by:

(D.C. Katara)
Authorized Representative,
President & Sr. Consultant,
Theme Engineering Services Pvt. Ltd.,
Jaipur.



COMPLETION CERTIFICATE

1. I "SA INFRASTRUCTURE CONSULTANTS PVT. LTD.", acting as the Authority's Engineer, under and in accordance with Agreement dated 26th February, 2015 (the "Agreement"), for construction of the **Two Laning with paved shoulders of Sitarganj-Tanakpur section (Km 0.000 to Km 24.750 and Km 32.918 to Km. 52.200) (Total Length = 44.032) of National Highway No. 125 (the "Project Highway")** on Engineering, Procurement and Construction (EPC) basis through **M/s H.G. Infra Engineering (P) Ltd**, hereby certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safely and reliably placed in service of the Users thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Highway have been completed, and the Project highway is hereby declared fit for entry into operation on this the 20th day of November, 2018

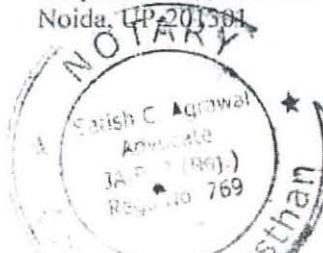


Signed, Sealed and Delivered, By:

SAURAV SHEKHAR

Authority Engineer

SA Infrastructure Consultants Pvt Ltd
1101A, 11th Floor, Tower-A2
Corporate Park, Plot No:7A/1, Sector 142,
Noida, UP-201301





ISO 9001 : 2008
Certified Company

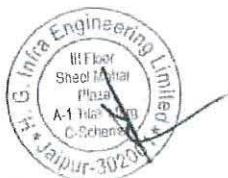
Site Office:
MSV International, Inc.
H. No. 2/253, Vikalp Khand
Gomti Nagar, Lucknow
Pin Code:-226010
E-mail: msvinlucknow@gmail.com

India Office:
MSV International, Inc.
D-7, South City-I,
Gurgaon-122002, Haryana, India
E-mail: info@msvgroup.com
Tel.: 0091-124-4002603, 04, 4671201
Fax: 0091-124-4002605

COMPLETION CERTIFICATE

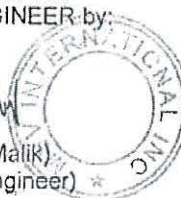
- 1 I, Pushkar Malik, acting as the Authority's Engineer, under and in accordance with the Agreement dated 03.02.2015 (the "Agreement"), for the *Widening and Strengthening from Km. 0+000 to Km. 46+470 of NH-96 (new NH-330) (Faizabad-Allahabad Road) in Uttar Pradesh on EPC mode* (the "Project Highway") on Engineering, Procurement and Construction (EPC) basis through M/s H G Infra Engineering (P) Ltd., 14, Panchvali Clolony, Jodhpur Pin-342001, hereby certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safely and reliably placed in service of the Users thereof.
- 2 It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Highway have been completed net of Toll Plaza and the Project Highway is hereby declared fit for entry into operation on this the 5th day of July 2016

SIGNED, SEALED AND DELIVERED



For and on behalf of
MSV International Inc.
AUTHORITY'S ENGINEER by:

(Pushkar Malik)
(Authority Engineer)



B.K Tiwari
(D.T.L)



L.A Zahoori
(D.T.L)



Regd. Office: 15215, 62nd Avenue N.E., Kenmore, Washington-98028, USA. Tel.: 001-425-488-4442.
Email: msvgroup@msv.com

62

ATIPUR (RAJASTHAN)



MODERN ROAD MAKERS PVT. LTD.

(A subsidiary of
IRB INFRASTRUCTURE DEVELOPERS LTD.)Corporate Office: 3rd Floor, IRB Complex, Chandivali Farm, Chandivali Village, Andheri (E), Mumbai - 400 072.
Tel: 91 - 22 - 6640 4220, 4880 4200 • Fax: 91 - 22 - 6675 1024 • e-mail: info@irb.co.in • www.irb.co.in

CIN : U45203MH1994PTC077075

Ref: MRMPL/CTO/3162/2018

Date: 08.01.2018

TO WHOM IT MAY CONCERN

WORK EXPERIENCE CERTIFICATE

It is certified that M/S. H.G. Infra Engineering Ltd. (Erstwhile known as HG Infra Engineering(P)Ltd), 14-Panchwati Colony, Jodhpur, Rajasthan has been awarded the work as detailed below.

Sr. No.	Description	Details
1	Name of Work	Construction of four laning of Jaipur-Tonk-Deoli section of NH-12 from Km. 63.000 to Km. 114.000 (Pkg.-II) & Addl. Of Pkg. I in the state of Rajasthan.
2	Work Order Amount	Rs. 257.44 Cr.
3	Additional work (Km. 36.670 to 49.340)	Rs. 45.76 Cr.
3	Amount of work on Completion	Rs. 362.02 Cr.
3	Date of Commencement	15.06.2010
4	Stipulated date of Completion	14.06.2012
5	Actual date of completion	25.03.2014
Note	Extension of time was granted without compensation in view of additional work and variation/change of scope for above said project which was beyond the control of contractor	

Details of quantities executed in this Project

S.No	Description	Unit	Qty.				Total Qty.
			2010-2011	2011-2012	2012-2013	2013-2014	
1	C&G	Cum.	55.023	44.371	9.537	9.830	118.761
2	Excavation	Cum.	8339	107532	44032.95	42047.438	201951.388
3	Earthwork Embankment, Subgrade, Median	Cum	596916	786037	441385.7	225399.650	2049738.350
4	RE Wall Fill	Cum		196395	393010	184044.100	773449.100
5	Granular sub base	Cum	54692	112413	57097.45	48867.550	273070.000
6	Wet Mix Macadam	Cum	45948	119258	73978.44	64605.560	303790.000
7	Dense Bituminous Macadam	Cum	15936	73856.59	40889.68	34531.280	165213.550
8	Bituminous Coarse	Cum	0	6991	32075.76	25148.330	64215.090
9	Pavement Concrete	Cum	0	0	35261.285	22285	3738.285
10	Kerb	Cum	1304.45	5825	4242	4189.562	15561.012
12	Steel	MT	277.93	1240.95	1838.76	3555.360	3713.000
	Total Amount	In Cr.	32.197	116.392	119.864	93.571	362.027



Registered Office: Wing - A, 2nd Floor, Office No. 201, Universal Business Park,
Chandivali Farm Road, Off Saki Vihar Road, Andheri (E), Mumbai 400 072
Tel: 91-22-6733 6400 • Fax: 91-22-6733 6440 • e-mail: info@irb.co.in • www.irb.co.in

63



MODERN ROAD MAKERS PVT. LTD.
(A subsidiary of
IRB INFRASTRUCTURE DEVELOPERS LTD)



Salient feature

(i) Minor bridge

Sl. No.	Description	Nos.	Span	Remarks
1	Minor bridge	2	3 x 6	
2	Minor bridge	1	3 x 9	
3	Minor bridge	1	1 x 14	
4	Minor bridge	1	3 x 18	
5	Minor bridge	1	1 x 21	
6	Minor bridge	2	1 x 9	
7	Minor bridge	1	1 x 8.7	

(ii) ROB

Sl. No.	Description	Nos.	Span	Remarks
1	ROB	1	20.953+28.371+32.594+20.953	

(iii) VUP

Sl. No.	Description	Nos.	Span	Remarks
1	VUP	5	1 x 10.5	
2	CUP	2	1 x 6	

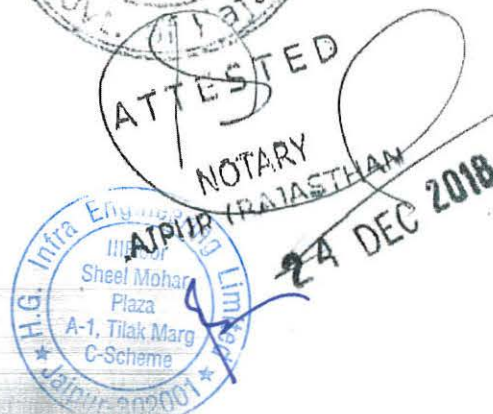
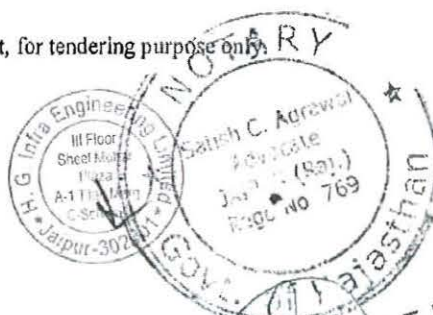
(iv) Box culvert

Sl. No.	Description	Nos.	Span	Remarks
1	Box culvert	3	1 x 6	
2	Slab Culvert	8	1 x 2	
3	Slab Culvert	1	1 x 5	
4	Box culvert	1	1 x 5 x 2.7	
5	Box culvert	1	1 x 4 x 4	
6	Box culvert	1	1 x 5 x 5.1	
7	Slab Culvert	1	1 x 4	
Toll Plaza				
	90+670	BHS		1 No

This certificate is being issued on their specific request, for tendering purpose only.

For Modern Road Makers Pvt Ltd.

[Signature]
Authorised Signatory



MODERN ROAD MAKERS PVT. LTD.

(A subsidiary of

IRB INFRASTRUCTURE DEVELOPERS LTD.)

Registered Office : IRB Complex, Chandivli Farm, Chandivli Village, Andheri (E), Mumbai - 400 072.

Tel: 91-22-6640 4220 • Fax: 91-22-6675 1024 • e-mail: info@irb.co.in • www.irb.co.in

CIN: U45203MH1994PTC077075

Date: 15.09.2018



TO WHOM IT MAY CONCERN

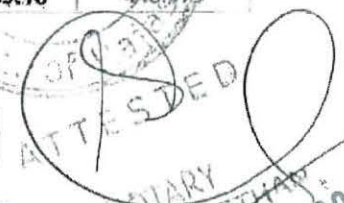
WORK EXPERIENCE CERTIFICATE

It is certified that M/S. H.G. Infra Engineering Ltd. (Erstwhile known as HG Infra Engineering(P)Ltd), 14-Panchwati Colony, Jodhpur, Rajasthan has been awarded the work as detailed below.

Sr. No.	Description	Details
1	Name of Work	Construction of four laning of Kaithal- Rajasthan border section of NH-152/65 from Design Km. -0+500 to Km. 41+065 (Pkg.-IA) in the State of Haryana
2	Contract Value	Rs 457.52 Cr.
3	Date of Commencement	15.07.2015
4	Work Completed as on 31.08.2018	448.473 Cr
4	Stipulated date of Completion	13.07.2018
Note	Extension of time was granted without compensation in view of additional work and variation/change of scope for above said project which was beyond the control of contractor	

Details of quantities executed in this Project

S.No	Description	Unit	Qty.				Total Qty.
			2015-2016	2016-2017	2017-2018	2018-2019	
1	Earthwork Embankment,	Cum	250964	935766	301824	70183.04	2218279.04
	Subgrade, Medlan.		204724	330040	124778	0	
2	RE Wall Fill	Cum		115194.59	172791.89	0	287986.48
3	Granular sub base	Cum	61960	91527	35755	16930	206172.00
4	Wet Mix Macadam	Cum	55677	88779	65098	13776	223330.00
5	Dense Bituminous Macadam	Cum	20483	49655	17438	0	87576
6	Bituminous Coarse	Cum	0	28333	12663	0	35996
7	Pavement concrete	Cum	0	5814	1014	0	6828
8	Kerb	Cum	953	2664.823	1179	459	5255
9	Structure concrete	Cum	8199	32380	21439	0	62018
10	Steel	MT	429	1808	1444	0	3881
	Total Amount	In Cr.	85.38	172.493	150.840	39.76	448.473



24 DEC 2018



**कार्यालय अधीशासी अभियन्ता
आगरा विकास प्राधिकरण, आगरा।**

Date: 24.07.2017

TO WHOM IT MAY CONCERN

Work Experience Certificate

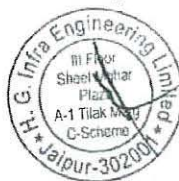
It is certified that M/S. H.G. Infra Engineering Pvt. Ltd., 14-Panchwati Colony, Jodhpur, Rajasthan has been successfully completed the awarded the work as detailed below.

Sr.	Description	Details
1	Name of Work	Construction of Agra Inner Ring Road from Kuberpur-Fatehabad Road under Phase -I
2	Work Order Amount	Rs. 306.95 Cr.
3	Amount of work on Completion	Rs. 304.69 Cr.
4	Date of Commencement	03.03.2014
5	Date of Completion	02.03.2016
6	Actual date of completion (Delay beyond contractor's scope)	02.11.2016
Scope of Work		
Type of Project		Expressway
Pavement Type		Flexible
Length of Project		9.88 Km.
VUP(18.60x13.6 m)		8 Nos.
PUP(18.60x8m)		2 Nos.
Box Culverts		15 Nos.

Details of Quantities executed in this Project

Item	Unit	2016-2017	2015-2016	2014-2015	Total
Earthwork-Embankment & Subgrade)	Cum.	404010	1170793	1610197	3185000
Granular Sub Base(GSB)	Cum.	10500	72800	43400	126700
Wet Mix macadam(WMM)	Cum.	24150	71000		95150
Dense Bituminous Macadam(DBM)	Cum.	11400	23500		34900
Bituminous Course(BC)	Cum.	17190			17190
RE wall	Sqm.	6465	17655	31050	55170
Dry lean Concrete(DLC)	Cum.	4570			4570
Pavement Quality Concrete(PQC)	Cum.	8920			8920
PCC -M-15	Cum.	100	5883	1085	7068
M-20 kerb	Rmt.	26912			26912
RCC-M-25	Cum.	1565	2775		4340
RCC -M-30	Cum.	1305	1905	4070	7280
RCC -M-35	Cum.	0	7490	6210	13700
RCC -M-35-Pile	Rm.	0	273		273
Turfing	Sqm.	85000			85000
Steel(HYSD)	MT	153.75	1012.25	1282	2448
Total Revenue(In Crore)		82.95	136.14	85.60	304.69

This certificate is being issued on their specific request, for tendering purpose only.



67



26-DEC-18

National Highways Authority of India
G-5 & 6, Sector 10, Dwarka,
New Delhi - 110075

Our reference : 024BG01183600003
Issue date : 26-DEC-18
Applicant : H.G INFRA ENGINEERING LIMITED
Guarantee amt. : INR95,900,000.00
Amt. in words : INDIAN RUPEES NINETY FIVE MILLION NINE HUNDRED THOUSAND ONLY
Stated Expiry date : 23-JUL-19
Stated Claim Expiry date : 23-JUL-19

Dear Sir/ Madam,

Please find enclosed the captioned guarantee duly issued by YES Bank ("the Bank").

The beneficiary of this guarantee is entitled to confirm the authenticity of this guarantee directly by contacting the issuing branch or any of below controlling office:

YES Bank Limited
NOC Mumbai - BG desk,
YES Bank Tower, IFC 2, 8th floor,
Senapati Bapat Road,
Elphinstone (West),
Road,
Mumbai - 400013.

YES Bank Limited,
NOC Gurgaon - BG desk,
DLF Cyber City, 3rd floor,
Building No. 8 A,
Gurgaon- 122002.

YES Bank Limited
NOC Chennai - BG desk,
One Indiabulls Park,
4th Floor, Tower B,
Plot No. 14, 3rd Main

Ambattur Estate,
Chennai - 600 058.

This guarantee is to be returned immediately post its expiry. This letter forms an integral part of the guarantee. Please note that any communication/demand under this guarantee should be made in writing to the issuing branch unless otherwise specified in the enclosed guarantee.

It is confirmed that

- 1) Mr. / Ms. Komal Arora
- 2) Mr. / Ms. Bhavna Mohatta

who have signed the above guarantee, are authorised to sign the same on behalf of the Bank.

For YES Bank Limited

(Signature)
(Authorised Signatories)

DATE : 26-DEC-18
PLACE : YES BANK LTD - JAIPUR

YES BANK LIMITED
0-19, CORPORATE SERVICE DELIVERY
2ND FLOOR, ASHOK MARG, C SCHEME
JAIPUR, RAJASTHAN-302001



68



Bank Guarantee for BID Security

To
National Highways Authority of India
G-5 & 6, Sector 10, Dwarka,
New Delhi - 110075

1. In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector 10, Dwarka, New Delhi - 110075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, Successors and assigns) having agreed to receive the BID of M/s H.G.Infra Engineering Limited and having its registered office at 14, Panchwati Colony, Ratanada, Jodhpur - 342001 (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Construction of Eight Lane Carriageway starting at Haryana-Rajasthan border and ends at Junction with SH44 (Km 78+800 to Km 115+700) section of Delhi -Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Pariyojana in the State of Rajasthan-Project on EPC basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated 20.08.2018 issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we YES BANK Limited, a company incorporated under the Companies Act, 1956 and a Banking Company within the meaning of Banking Regulation Act, 1949 and having Registered Office at YES BANK Tower, IFC - 2, 15th Floor, Senapati Bapat Marg, Elphinstone (W), Mumbai 400 013, India and one of its branches at O-19-A, Ashok Marg, C-Scheme, Jaipur-302001 (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **INR 9,59,00,000.00 (Indian Rupees Nine Crore Fifty Nine Lakh Only)** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **INR 9,59,00,000.00 (Indian Rupees Nine Crore Fifty Nine Lakh Only)**.

For YES BANK LTD.

Authorised Signatory



For YES BANK LTD.

Authorised Signatory

Page 1 of 4



4. This Guarantee shall be irrevocable and remain in full force for a period 23-JUL-2019 or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to Yes Bank Limited along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

Page 2 of 4

For YES BANK LTD.

Authorised Signatory



For YES BANK LTD.

Authorised Signatory

Bhavana
4/10/2013



70



12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **INR 9,59,00,000.00 (Indian Rupees Nine Crore Fifty Nine Lakh Only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before **23-JUL-2019**.

14. This guarantee shall also be operatable at our Yes Bank Branch at Jaipur, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Authority of India
2.	Name of Bank	Canara Bank
3.	Account No.	8598201005819
4.	IFSC Code	CNRB0008598

Signed and Delivered by Yes Bank By the hand of Mr./Ms, its and authorised official.

FOR YES BANK LIMITED
 AUTHORIZED SIGNATORY
 PLACE: Jaipur
 DATE: 26/12/2018
 NAME: Kunal Arora
 DESIGNATION: Manager

FOR YES BANK LIMITED
 AUTHORIZED SIGNATORY
 PLACE: Jaipur
 DATE: 26/12/2018
 NAME: Shweta Mohan
 DESIGNATION: Sr. Manager

YES BANK LIMITED
 0-19, CORPORATE SERVICE DELIVERY
 2ND FLOOR, ASHOK MARG, C SCHEME
 JAIPUR, RAJASTHAN-302001





राजस्थान RAJASTHAN

734899



THIS NON-JUDICIAL STAMP PAPER FORMS PART AND
PARCEL OF BANK GUARANTEE / BANK GUARANTEE
AMENDMENT DATED 26/12/2018 ISSUED UNDER
REF NO: 024BG01183100003

IN FAVOUR OF National Highways Authority of India
BY YES BANK LTD, Jaipur New Delhi
ON BEHALF OF H.G. Infra Engineering
(APPLICANT). Limited



For YES BANK LTD.

Authorised Signatory

For YES BANK LTD.

Authorised Signatory





राजस्थान RAJASTHAN

AP 429956

APPENDIX-III

Power of Attorney for signing of BID

Know all men by these presents, We H.G. Infra Engineering Limited, 14 Panchwati Colony, Ratanada Jodhpur – 342001 and Corporate office at IIIrd Floor, Sheel Mohar Plaza, C-Scheme, Jaipur-302001 (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. Harendra Singh son of Shri Hodal Singh and presently residing at 101, Som Dutt Landmark, Civil lines Jaipur 302002, who is presently employed with us and holding the position of Managing Director, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the "Construction of Eight Lane Carriageway starting at Haryana-Rajasthan border and ends at Junction with SH44 (Km 78+800 to Km 115+700) section of Delhi - Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Pariyojana in the State of Rajasthan" Project proposed or being developed by the National Highways Authority of India (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

For H.G. INFRA ENGINEERING LIMITED

For H.G. INFRA ENGINEERING LIMITED



Director

Authorised Signatory

ATTESTED
73 NOTARY



AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, H.G. INFRA ENGINEERING LIMITED, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 21th DAY OF DECEMBER 2018.

For - H.G. Infra Engineering Limited


(Dinesh Goyal)
Executive Director

III Floor Sheel Mohar Plaza, C Scheme Jaipur 302001

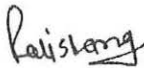

Accepted

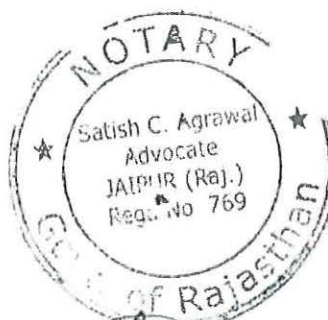
For - H.G. Infra Engineering Limited


(Harendra Singh)
Managing Director

III Floor Sheel Mohar Plaza, C Scheme Jaipur 302001

Witness:

1. Rahi Sharma 
2. Praveen Saini 



ATTESTED
NOTARY

24 DEC 2018

74



CIN No.: L45201RJ2003PLC018049

HGIEL

We Make People Move...



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF H.G.INFRA ENGINEERING LIMITED (ERSTWHILE KNOWN AS H.G.INFRA ENGINEERING PRIVATE LIMITE) AT CORPOARTE OFFICE OF THE COMPANY AT III FLOOR, SHEEL MOHAR PLAZA, A-1, TILAK MARG, C-SCHEME, JAIPUR, RAJASTHAN ON 23RD MAY 2018 AT 3.00 P.M TILL THE CONCLUSION OF 4.45 P.M

AUTHORIZATION TO DIRECTOR OF THE COMPANY FOR TENDER BIDDING

The Chairperson informed that Mr. Dinesh Kumar Goyal, Executive Director of the Company authorized on behalf of all the Directors of the Company for carrying out all the acts, deeds and things for signing and filling the necessary forms, agreements and all other documents required for bidding, related to the National Highway Authority of India, Ministry of Road Transport and Highway, Public Works Department and other Government and Private Authority. After discussion following resolution was passed unanimously:-

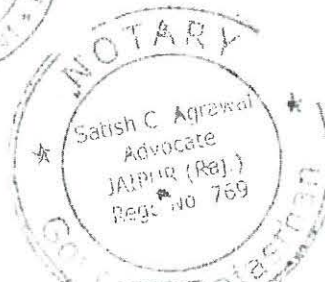
“RESOLVED THAT Dinesh Kumar Goyal, Executive Director of the Company be and is hereby severally authorized to sign and to execute all agreements, undertakings, applications, returns, papers, receipts and all documents in connection with bidding for projects related to the National Highway Authority of India, Ministry of Road Transport and Highway, Public Works Department and other Government and Private Authority.

RESOLVED FURTHER THAT Dinesh Kumar Goyal, Executive Director of the Company be and is hereby severally authorized to sub-delegate all or any powers hereby conferred to other Director/Directors and/or Officers of the Company and to sign/ execute/ issue the Power Of Attorney on behalf of the Company and to do all such acts deeds and things as he may think fit and proper in the interest of the Company.”

“Certified true Copy”

For H. G. Infra Engineering Limited

Ankita Mehra
Ankita Mehra
Company Secretary



ATTESTED
NOTARY
24 DEC 2018



H. G. INFRA ENGINEERING LTD.
(Erstwhile known as H.G. Infra Engineering (P) Ltd.)

Visit us at : www.hginfra.com
E-mail : info@hginfra.com

Corp. Office : III Floor, Sheel Mohar Plaza, A-1, Tilak Marg, C-Scheme
Jaipur-302001 (Raj.)
Regd. Office : 14, Panchwati Colony, Ratanada, Jodhpur-342001 (Raj.)

Tel. : +91 141 4106040 - 41
Fax : +91 141 4106044
Tel. : +91 291 2000307
Fax : +91 291 2515321



APPENDIX VI

INTEGRITY PACT FORMAT

This integrity Pact is made at _____ on this _____ day of _____ 2016.

BETWEEN

President of India through Ministry of Road Transport & Highways, Government of India represented by the Chairman, National Highways Authority of India, G-5 & 6, Sector 10, Dwarka, New Delhi-110075, (hereinafter referred to as the "**Principal/Owner**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

H.G. Infra Engineering Limited Registered Office at 14, Panchwati colony, Ratanada Jodhpur 342001 (Raj.) Corp Office III floor sheel Mohar Plaza, C Scheme, Jaipur 302001(Raj.). (hereinafter referred to as "**The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)**" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender {NIT No NHAI/BM/Delhi-Vadodara/2018/Pkg4 dtd 20.08.2018} (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract/s for Construction of Eight Lane Carriageway starting at Haryana-Rajasthan border and ends at Junction with SH44 (Km 78+800 to Km 115+700) section of Delhi – Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Pariyojana in the State of Rajasthan (hereinafter referred to as the "**Contract**").

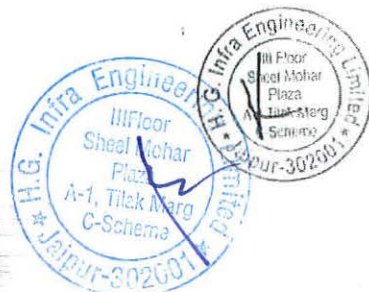
And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "**Integrity Pact**" or "**Pact**") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process,



provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped



78



the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

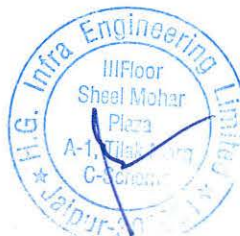
Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.



44 00

79



Article- 8: Independent External Monitor (IEM)

- (1) The Principal has appointed Shri. R.S. Gujral as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his



concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof, the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness: -

(For & On behalf of the Principal)

(For & On behalf of the Bidder)



(Office Seal)

Date: _____

Witness 1:

Name:

Address:

Witness 2:

Name:

Address:





UNDERTAKING

Date: December 21, 2018

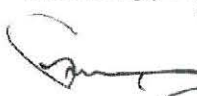

To,
 General Manager (T),
 National Highways Authority of India,
 G-5 & 6, Sector-10, Dwarka,
 New Delhi-110075.

Sub: BID for Construction of Eight Lane Carriageway starting at Haryana-Rajasthan border and ends at Junction with SH44 (Km 78+800 to Km 115+700) section of Delhi – Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Pariyojana in the State of Rajasthan Project.

Dear Sir,

I, Harendra Singh, the Power of Attorney holder on behalf of H.G. Infra Engineering Limited undertake that, we agree and abide by the bid documents uploaded by National Highways Authority of India (NHAI) including amendments uploaded if any for the above subject project.

Thanking you,

Harendra Singh
 (Authorised Signatory)
 Managing Director
 H.G. Infra Engineering Limited
 III Floor Sheel Mohar Plaza, C Scheme, Jaipur 302001



82



H. G. INFRA ENGINEERING LTD.

(Erstwhile known as H.G. Infra Engineering (P) Ltd.)

Visit us at : www.hginfra.com
 E-mail : info@hginfra.com

Corp. Office : III Floor, Sheel Mohar Plaza, A-1, Tilak Marg, C-Scheme
 Jaipur-302001 (Raj.)
 Regd. Office : 14, Panchwati Colony, Ratanada, Jodhpur-342001 (Raj.)

Tel. : +91 141 4106040 - 41
 Fax : +91 141 4106044
 Tel. : +91 291 2000307
 Fax : +91 291 2515321

**MEMORANDUM
AND
ARTICLES
OF
ASSOCIATION**

OF

H.G. INFRA ENGINEERING LIMITED



4.0.0.0

83



Certificate of Incorporation Consequent upon conversion to Public Limited Company



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Jaipur
G/6-7, Second Floor Residency Area, Jaipur, Rajasthan, India, 302001

Corporate Identity Number: U45201RJ2003PLC018049

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF H.G. INFRA ENGINEERING PRIVATE LIMITED (PART IX)

I hereby certify that H.G. INFRA ENGINEERING PRIVATE LIMITED (PART IX) which was originally Incorporated on Twenty first day of January Two thousand three under the Companies Act, 1956 as H.G. INFRA ENGINEERING PRIVATE LIMITED (PART IX) and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Jaipur vide SRN G45081338 dated 08.06.2017 the name of the said company is this day changed to H.G. INFRA ENGINEERING LIMITED (PART IX).

Given under my hand at Jaipur this Eighth day of June Two thousand seventeen.



ANIL YADAV
Authorizing Officer
Registrar of Companies
RoC - Jaipur

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

H.G. INFRA ENGINEERING LIMITED (PART IX)
14, PANCHWATI COLONYRATANADA,, JODHPUR, JODHPUR,
Rajasthan, India, 342001



84





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Jaipur
G/6-7, Second Floor Residency Area, Jaipur, Rajasthan, India, 302001

Corporate Identity Number: U45201RJ2003PTC018049

SECTION 13(1) OF THE COMPANIES ACT, 2013

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

The shareholders of M/s H.G. INFRA ENGINEERING PRIVATE LIMITED (PART IX) having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 15-05-2017 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at Jaipur this Twenty ninth day of May Two thousand seventeen.



ANIL YADAV
Authorizing Officer
Registrar of Companies
RoC - Jaipur

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

H.G. INFRA ENGINEERING PRIVATE LIMITED (PART IX)

14, PANCHWATI COLONY RATANADA, JODHPUR, JODHPUR, Rajasthan,
India, 342001





भारत गणराज्य

प्रारूप आई. आर.

Form I.R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता. का सं.

No. 17-018049 of 2002-2003

मैं एतद्वारा प्रमाणित करता हूँ कि आज एच.जी. इन्फ्रा
इंजिनियरिंग प्राइवेट लिमिटेड (पार्ट-IX)

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह
 कम्पनी परिसीमित है।

I hereby certify that H.G. INFRA ENGINEERING PRIVATE
LIMITED (PART-IX)

is this day incorporated under the the Companies Act, 1956 (No. 1
 of 1956) and that the Company is Limited.

मेरे हस्ताक्षर से आज ता. 21/01/2003 को दिया गया।

Given under my hand at JAIPUR this... TWENTY-FIRST (21ST) day
 of... JANUARY..... Two Thousand THREE.

Saka : 1984

CIN: U45201RJ2003PTC018049

Ramesh
Chandra
Mishra

(V.K. KHUBCHANDANI)

कम्पनियों का रजिस्ट्रार

राजस्थान, जयपुर

Registrar of Companies

Rajasthan, JAIPUR.

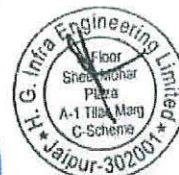
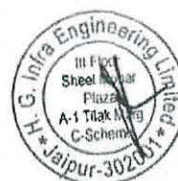


TABLE A
THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
H.G. INFRA ENGINEERING LIMITED
(A Company incorporate under the Companies Act, 1956 under Part IX)
MEMORANDUM OF ASSOCIATION MADE THIS 17TH DAY OF JANUARY, 2003
AMONGST

1. SHRI BHAGWAN SINGH S/o Shri Giriraj Singh, aged 71 years old, residing at 14, Panchwati Colony, Ratanada, Jodhpur, hereinafter to as the party hereto of the first part (which expression shall unless exclude by repugnant to the subject of context be deemed to include his heirs, administrators, executors, legal representatives and assignees) of the FIRST PART.
2. SHRI HODAL SINGH S/o Shri Giriraj Singh, aged 68 years old, residing at 14, Panchwati Colony, Ratanada, Jodhpur, hereinafter referred to as the Party hereto of the second part (Which expression shall unless exclude by repugnant to the subject of context be deemed to include his heirs, administrators, executors, legal representatives and assignees) of the SECOND PART.
3. SHRI POKHPAL SINGH S/o Shri Giriraj Singh, aged 65 years old, residing at 14, Panchwati Colony, Ratanada, Jodhpur, hereinafter referred to as the party hereto of the third part (Which expression shall unless exclude by repugnant to the subject of context be deemed to include his heirs, administrators, executors, legal representatives and assignees) of the THIRD PART.
4. SHRI GIRISHPAL SINGH S/o Shri Hodal Singh, aged 43 years old, residing at 14, Panchwati Colony, Ratanada, Jodhpur, hereinafter referred to as the party hereto of the fourth part (Which expression shall unless exclude by repugnant to the subject of context be deemed to include his heirs, administrators, executors, legal representatives and assignees) of the FOURTH PART,
5. SHRI VIJENDRA SINGH S/o Shri Hodal Singh, aged 40 years old, residing at 14, Panchwati Colony, Ratanada, Jodhpur, hereinafter referred to as the party hereto of the fifth part (Which expression shall unless exclude by repugnant to the subject of context be deemed to include his heirs, administrators, executors, legal representatives and assignees) of the FIFTH PART.
6. SHRI HARENDRA SINGH S/o Shri Hodal Singh aged 35 years old, residing at 14, Panchwati Colony, Ratanada, Jodhpur, hereinafter referred to as the party hereto of the fifth part (Which expression shall unless exclude by repugnant to the subject of context be deemed to include his heirs, administrators, executors, legal representatives and assignees) of the SIXTH PART.
7. SHRI RAJENDRA SINGH S/o Shri Pokhpal Singh, aged 35 years old, residing at 14, Panchwati Colony, Ratanada, Jodhpur, hereinafter referred to as the party hereto of the fifth part (Which expression shall unless exclude by repugnant to the subject of context be deemed to include his heirs, administrators, executors, legal representatives and assignees) of the SEVENTH PART.



Whereas the firm M/s. HODAL SINGH GIRIRAJ SINGH & CO. has been carrying on business in partnership with its principal place of business at Jodhpur by virtue of an indenture of partnership deed executed on 28-12-1973 and underwent changes in the constitution due to admission and retirement of some of the constituents over period of time with its latest reconstituted partnership deed executed on 1-04-2000. And whereas the said partnership has been duly registered under the Indian Partnership Act, 1932.

And whereas all the parties hereto who are the members of the said Co-partnership business, for the sake of smooth working and effective management and improvement and advancement of business have agreed that all the members of the Co- partnership of Joint Stock Company (having its meaning as defined by section 566 of the Companies Act, 1956) will abide by and subject to the declaration and regulation contained in Memorandum and Articles of Association as following.

And whereas the Parties hereto have mutually adjusted their respective rights and accounts in the said partnership so as to vest as a Company Limited by shares and continuing the said business of the firm uninterrupted and having authorised share capital of Rs. 1,75,00,000/- (Rupees One Crore Seventy five lacs only) divided into 17,50,000 (Seventeen lacs fifty thousand) Equity Shares of Rs. 10/- (Rupees Ten Only) each.

And whereas the parties hereto in the said Co-partnership of Joint Stock Company have mutually settled the share capital amongst themselves as the members of the said Joint Stock Company, in the following manner:

Party Name	Paid up Capital (Amount in Rs.)	%	No. of Shares
			Parties are entitled to on registration.
1. Bhagwan Singh Choudhary	5,38,310/-	3.10%	53,831
2. Hodal Singh Choudhary	45,26,470/-	26.03%	4,52,647
3. Pokalpal Singh Choudhary	2,58,430/-	1.49%	25,843
4. Girish Pal Singh Choudhary	32,42,550/-	18.65%	3,24,225
5. Vijendra Singh Choudhary	40,82,570/-	23.48%	4,08,257
6. Harendra Singh Choudhary	44,25,720/-	25.45%	4,42,572
7. Rajendra Singh Choudhary	3,13,450/-	1.80%	31,345
	1,73,87,500/-	100.00%	17,38,750

And whereas the said Joint Stock Company has been formed on the principle of having the members as the holders of the aforesaid shares and accordingly the members of the said Joint Stock Company are the only persons mentioned herein – above have agreed that the said Joint Stock Company be governed by the following regulation and the business and assets and liabilities of M/s. HODAL SINGH GIRIRAJ SINGH & CO. Shall vest the Company and having regard to the obligation imposed on the Company by these presents shall be taken at their net book value (i.e. total assets less total liabilities) on and from the date of incorporation of the Company.

NOW THIS INDENTURE WITNESSETH each of the parties hereto so far as it relates to the acts and deeds of himself, or her legal representatives, heirs, executors, and administrators and also in his, her or their different capacities both hereby covenant and agree among themselves that they and the several persons, if any who shall or may become member of the Company in the manner contained in the Memorandum and Articles of Association to be a Joint Stock Company under the name and style specified in Memorandum and that such Company and the members thereof shall be subject to the declaration and regulation contained in the Memorandum and Articles of Association.

And whereas it was proposed to name the Joint Stock Company as H.G. INFRA ENGINEERING PRIVATE LIMITED by changing the existing name of M/s. HODAL SINGH GIRIRAJ SINGH & CO. And style of co-partnership and the name H.G. INFRA ENGINEERING PRIVATE LIMITED was approved by the Registrar of Companies, Rajasthan, thereof it is now proposed that.

- I The name of the company is "H.G. INFRA ENGINEERING LIMITED"
- II The registered office of the company will be situated in the State of Rajasthan.
- III (a) The objects to be pursued by the company on its incorporation are:—



1. To carry on in India or elsewhere, either alone or jointly with one or more persons, government, local or other bodies, the business to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop, dismantle, pull down, turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, taste, inspect, locate, modify, own, operate, protect, promote, provide, participate, reconstruct, grout, dig, excavate, pour, renovate, remodel, rebuild undertake, contribute, assist, and to act as civil engineer, architectural engineer, interior decorator, consultant, advisor, agent, broker, supervisor, administrator, contractor, BOT contractor, sub-contractor, trunkway contractor and manager of all types of constructions and developmental work in all its branches such as roads, ways, culverts, dams, bridges, railways, tramways, water tanks, reservoirs, canals, wharves, warehouses, factories, buildings, structures, drainage and sewage works, water distribution and filtration systems, docks, harbours, piers, irrigation, works, foundation works, flyovers, airports, runways, rock drilling, aqueducts, stadiums, hydraulic units, sanitary, work, power supply works, power stations, hotels, hospitals, dharmashalas, multistories, colonies, complexes, housing projects, and other similar works and for the purpose to acquire, handover, purchase, sell, own, cut to size, develop distribute, or otherwise, to deal in all sorts of lands & buildings and to carry on all or any of the foregoing activities for buildings and to materials, goods, plants, machineries, equipments, accessories, parts, tools, fittings, articles, materials and facilities of whatsoever nature and to do all incidental acts and things necessary for the attainment of foregoing objects.

2. To carry on the business of to undertake and execute contract works in P.W.D., P.H.E.D., R.S.A.M.B., C.P.W.D., M.E.S., J.L.C., J.G.N.P., RIICO, Railways, U.I.T., Irrigation Development or any other Government or Semi-Government in respect of Buildings, Roads, Bridges, Canals, Dams, culverts, transpiration and supply of material, technical or alternative business deemed to be profitable.

(b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are:—

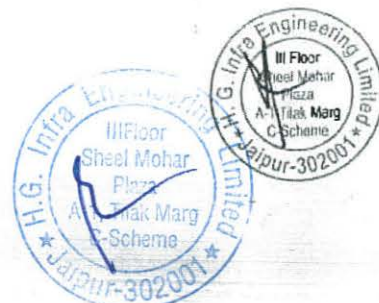
1. To enter into agreements, franchise agreement and contracts with Indian or Foreign individuals, firms or companies for technical, financial or other assistance or collaboration for carrying on all or any of the objects of the Company.
2. To apply for, purchase or otherwise acquire any trademarks, copy rights, patents, licenses, concessions and the like, concerning any exclusive or non-exclusive or limited rights of any kind which may appear to be necessary or convenient for the business of the Company and to purchase or otherwise acquire any information as to any invention which may seem capable of being used for any of the purposes of the Company.
3. To acquire and take over the whole or any part of the Business, Goodwill, Property and Liabilities of any person or persons, Firm, Corporation or Undertaking, either existing or new engaged in any Business which the Company is authorized to carry on and to pay for the same either in cash or in shares or partly in cash and partly in shares.
4. To amalgamate, enter into partnership or make any arrangements for sharing profits, co-operation, joint venture or reciprocal concession, with any individual person or Company carrying on or engaged in or about to carry on with similar or identical objects.
5. To sell, lease or otherwise dispose of the undertaking of the Company or any part thereof as the Company may deem fit.
6. To purchase, take on lease or in exchange, hire, construct or otherwise acquire any movable or immovable properties or any rights or privileges, which the Company may think necessary or convenient for the purpose of its business.



7. To subscribe or contribute or otherwise to assist or to grant money to charitable, benevolent, religious, scientific, national, public or any other useful institutions, objects or purposes or for any exhibition.
8. To pay out of the Company's funds the costs and expenses incurred in connection with all matters preliminary and incidental to the formation, promotion and incorporation of this Company and the costs and expenses incurred in connection with all matters preliminary and incidental to the formation and incorporation of any Company which may be promoted by this Company and to remunerate any person, firm or Company for services rendered in the promotion of the Company or the conduct of its business.
9. To provide for the welfare of the employees (including Directors) or ex-employees of the Company and wives and families or the dependents or relations of such persons by building or contributing to the building of houses, dwellings or quarters or by grant of money, gratuities, pensions, allowances, incentives bonus or any other payments or by creating and subscribing or contributing to provident and other funds, associations, institutions, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instructions and recreations, hospitals and dispensaries and medical assistance.
10. To invest any money of the Company, not for the time being required, for any of the purposes of the Company in such investments as may be thought proper and to hold, sell or otherwise deal with such investments subject to the provisions of the Companies Act, 2013 or any other applicable Act(s), Rule(s) and Regulation(s) etc.
11. To open account or accounts with any bank or banks in the name of the Company and to operate upon the same.
12. To create any depreciation fund, sinking fund, insurance fund, reserve fund or any special or other funds, whether for depreciation or for repairing, improving, extending or maintaining of any of the property of the Company or for any purposes, whatsoever to the interests of the Company.
13. To make, draw, accept, endorse, execute, discount, negotiate and issue cheques, promissory notes, hundies, bills of exchange, bills of lading, railway receipts, debentures and other negotiable or transferable instruments subject to the Banking Regulation Act, 1949.
14. To employ or pay experts, foreign consultants, management consultants and others in connection with the prospecting, acquiring, planning, execution, development, delivery and maintenance, training, and consulting, of all or any part of the business which the Company is entitled to carry on.
15. To promote any other Company or companies for the purpose of acquiring all or any of the property of the Company or advancing directly or indirectly the objects or interests thereof and to take or otherwise acquire and hold shares in any such Company or companies.
16. To appoint agent, franchise of the Company subject to the provisions of Companies Act, 2013 or any other applicable Act(s), Rule(s) and Regulation(s) etc.
17. To distribute among members in specie or otherwise any property or assets of the Company and particularly the shares, debentures or other securities of any other Company including the Company formed to take over the whole or any part of the assets of this Company, subject to provisions of the Companies Act, 2013 or any other applicable Act(s), Rule(s) and Regulation(s) etc.



18. To borrow or raise moneys, from commercial banks/financial institutions and/or other companies, or to receive it on deposit at interest or otherwise, and to secure the payment of such money in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, stocks, bonds, obligations, notes and securities of all kinds, to mortgage, pledge, guarantee, hypothecate or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled paid capital, by special assignment or otherwise, or to transfer or convert the same absolutely or any interest therein and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided, the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.
19. To advance, deposit or lend with or without security money, securities, assets and property to or with such person, companies or corporations and on such terms as may seem expedient, to negotiate loans, to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable security or documents.
20. To enter into any arrangements with the Government of India or with any states, with any authorities, municipal, local or otherwise or with any other persons, that may seem conducive to the Company's objects or any other and to apply for and obtain and to purchase or otherwise acquire from any such Government, State, authorities or persons, any rights, powers, privileges, decrees, licenses, sanctions, grants and concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain and acquire and to carryout exercise and comply with any such arrangements, rights, powers, privileges, licenses, decrees, sanctions, grants and concessions.
21. To grant licenses or concessions over or in respect of any property or rights of the Company.
22. To accept any payment for any property or rights sold or otherwise disposed off or dealt with by the Company either in cash, by installments or otherwise or in fully or partly paid-up shares of any Company or corporation with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or in debentures, debenture stocks or other securities of any Company or corporation or partly in one mode and partly in other and generally on such terms as the Company may adopt.
23. To institute, conduct and defend all actions and legal proceedings, against the Company and its officers and to refer any claim or demand by or against the Company and its officers to arbitration and to perform or challenge the awards if necessary.
24. To insure the whole or any part of the Company, either fully or partially, to protect and indemnify the Company from liability or loss in any respect, either fully or partially and also to insure and to protect and indemnify any part or portion thereof, either on mutual principle or otherwise.
25. To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in India and in any or all states, territories, possessions and dependencies thereof and in any or all foreign countries, and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.
26. To do all and everything necessary suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with corporate bodies, firms, or



Individuals, and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of connected with the aforesaid business or powers, or any, parts thereof, provided the same be not inconsistent of the Union of India.

- IV The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V "The authorized capital of the Company is Rs. 80,00,00,000 (Rupees Eighty Crore only) divided into 8,00,00,000 (Eight Crore) equity shares of Rs.10/- each."

Note:- There were alteration in Clause V in the Memorandum of Association pursuant to member's resolution passed at the Extra Ordinary General Meeting held on 22nd January 2010 (from Rs 1.75 Crore to Rs. 3 Crore), 22nd October 2010 (from Rs. 3 Crore to Rs. 5 Crore), 01st February 2011 (from Rs. 5 Crore to Rs. 7.5 Crore), 25th August 2011 (from Rs. 7.5 Crore to Rs. 12.5 Crore) and 15th February 2013 (from Rs. 12.5 Crore to Rs. 16 Crore).

Note: There were alteration in clause V in the Memorandum of Association pursuant to member's resolution passed at the Extra Ordinary General Meeting held on 01st January 2016 (from Rs. 16 Crore to Rs. 20 Crore).

Note:- There were alteration in Clause I, III and IV in the Memorandum of Association pursuant to member's resolution passed at the Extra Ordinary General Meeting held on 15th May, 2017.

Note:- There were alteration in clause V in the Memorandum of Association pursuant to member's resolution passed at the Annual General Meeting held on 03rd September 2017 (from Rs. 20 Crore to Rs. 80 Crore).



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

Sl. No.	Signature, Name, Description Address and Occupation of the Subscribers	No. of Equity shares taken by each subscriber	Signature, Name, Address, Description and Occupation of Witness
1.	Sd/- (होदलसिंह) S/o गिरिराज सिंह 14, पंचवटी कालोनी, रतानाडा, जोधपुर व्यापार	452647 (Four lac fifty two thousand six hundred forty seven)	I witness signatures of all the subscribers Sd/- (GAGAN MITTAL) S/o Dr. P. L. Mittal B-14, Anukampa-II, M. I. Road, JAIPUR-302001 (Raj.) Chartered Accountant
2.	Sd/- (GIRISH PAL SINGH CHOUDHARY) S/o Hodal Singh Choudhary 14, Panchwati Colony, Ratanada, JODHPUR Business	324255 (Three lac twenty four thousand two hundred fifty five)	
3.	Sd/- (VIJENDRA SINGH) S/o Hodal Singh Choudhary 14, Panchwati Colony, Ratanada, JODHPUR Business	406257 (Four lac eight thousand two hundred fifty seven)	
4.	Sd/- (HARENDRA SINGH CHOUDHARY) S/o Hodal Singh Choudhary 14, Panchwati Colony, Ratanada, JODHPUR Business	442572 (Four lac forty two thousand five hundred seventy two)	
5.	Sd/- (नगवान सिंह) पुत्र गिरिराज सिंह 14, पंचवटी कालोनी, रतानाडा, जोधपुर व्यापार	53831 (Fifty three thousand eight hundred thirty one)	
6.	Sd/- (POKHPAL SINGH) S/o Giriraj Singh 14, Panchwati Colony, Ratanada, JODHPUR Business	25843 (Twenty five thousand eight hundred forty three)	
7.	Sd/- (RAJENDRA SINGH) S/o Pokhpal Singh 14, Panchwati Colony, Ratanada, JODHPUR Business	31345 (Thirty one thousand three hundred forty five)	

Total No. of Equity Shares subscribed : 17,38,750 (Seventeen lacs thirty eight thousand seven hundred fifty)

Dated the 17th day of January, 2003.

Place : Jaipur.

7



93

93



The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Extra Ordinary General Meeting held on 15th day of May, 2017 in substitution for and to the entire exclusion of, the regulations contained in the existing Articles of Association of the Company.

ARTICLES OF ASSOCIATION OF H.G. INFRA ENGINEERING LIMITED PRELIMINARY

1. No regulation contained in Table F contained in the First Schedule to the Companies Act, 2013, shall apply to this Company, but the regulations for the management of the Company and for the observance of the Members thereof and their representatives shall, subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of, or addition thereto, by special resolution, as prescribed by the said Act, be such as are contained in these Articles.

INTERPRETATION

2. In the interpretation of Part A of these Articles, unless repugnant to the subject or context:-

"The Company" or "this Company" means **H.G. Infra Engineering Limited**.

"The Act" means the Companies Act, 1956 and the Companies Act, 2013, or any statutory modification or re-enactment thereof, for the time being, in force.

"Annual General Meeting" means a general meeting of the members held as such, in accordance with the provisions of the Act.

"Beneficial Owner" means a person as defined by section 2(1)(a) of the Depositories Act, 1996.

"Board" shall mean the collective body of the directors of the Company.

"Capital" means the Share capital, for the time being, raised or authorised to be raised, for purposes of the Company.

"Debenture" includes debenture stock, bonds or any other instrument of the Company evidencing the debts whether constituting the charge on the assets of the Company or not.

"Depositories Act 1996" means The Depositories Act, 1996 and includes any statutory modification or re-enactment thereof the time being in force.

"Depository" means and includes a Company as defined in section 2(1)(e) of "The Depositories Act, 1996.

"Directors" means a director appointed to the Board of Company board.

"Dividend" includes interim dividend.

"Extra-ordinary General Meeting" means an extraordinary general meeting of the members, duly called and constituted, and any adjourned holding thereof.



"In writing" or "written" include printing, lithography and other modes of representing or reproducing words in a visible form.

"Member" means member as defined under section 2(55) of the Companies Act, 2013

"Meeting" or "General meeting" means a meeting of members.

"Month" means a period of 30 (Thirty) days and a "Calendar Month" means an english calendar month.

"Office" means the registered office, for the time being, of the Company.

"Paid-up" means paid up capital as defined under section 2(64) of the Companies Act, 2013.

"Participant" means individual / institutions as defined under Section 2(1)(g) of the Depositories Act, 1996.

"Persons" include corporations and firms as well as individuals.

"Register of Members" means the Register of Members to be kept pursuant to the Act, and includes index of beneficial owners mentioned by a Depository.

"The Registrar" means, Registrar as defined under section 2(75) of the Companies Act, 2013.

"Secretary" means a Company Secretary, within the meaning of clause (c) of sub section (1) of section 2 of Company Secretaries Act, 1980, who is appointed by the Company to perform the functions of the Company Secretary under this Act

"Seal" means the common seal, for the time being, of the Company.

"Share" means a Share in the capital of the Company, and includes stock, except where a distinction between Stock and Shares is express or implied.

Words importing the singular number include, where the context admits or requires, the plural number and vice versa.

"Ordinary resolution" and "special resolution" shall have the same meaning assigned thereto by the Act.

"Year" means a calendar year and "financial year" shall have the same meaning as assigned thereto by or under the Companies Act, 2013.

Words importing the masculine gender also include the feminine gender.

The margin notes, if used or incorporated, or, after being used, removed, at any time thereafter, 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 so far as these Articles are concerned.

The Section number, with relation to the Act, referred to anywhere in these presents, may be deemed to have been replaced by such other number or numbers, as may, after the amendments or modifications effected in the Act or repeal of the Act and introduction of the new Act as such in its place, contain the relevant provisions, in the context or circumstances of that respective Article, as may be proper and justifiable and shall be interpreted in its true intention.



CAPITAL AND INCREASE AND REDUCTION THEREOF

3. The Authorised Share Capital of the Company is such amount, as stated, for the time being, or may be varied, from time to time, under the provisions of the Act, in the Clause V of the Memorandum of Association of the Company, divided into such number, classes and descriptions of Shares and into such denominations, as stated therein, and further with such powers to increase the same or otherwise as stated therein. The paid-up Share Capital of the Company shall be, at any time, an amount of not less than Rs.5,00,000/- (Rupees Five Lakhs Only) or such other amount, as may, from time to time, be prescribed under the Act.
4. The Company, in general meeting, may, from time to time, increase the capital by the creation of new shares. Such increase in the capital shall be of such aggregate amount and to be divided into such number of Shares of such respective amounts, as the resolution, so passed in that respect, shall prescribe. 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, restricted or qualified right to dividends, and in the distribution of assets of the Company, on winding up, and with or without a right of voting at general meetings of the Company, in conformity with and only in the manner prescribed by the provisions of the Act. Whenever capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the applicable provisions of the Act.
5. Except so far as otherwise provided by the conditions of 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 contained herein with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting or otherwise.
6. Subject to the provisions of Section 55 of the Act and the rules made thereunder, the Company shall have the power to issue preference shares, which are liable to be redeemed and the resolution authorising such issue shall prescribe the manner, terms and conditions of redemption.
7. On the issue of Redeemable Preference Shares under the provisions of the preceding Article, the following provisions shall take effect :-
 - (a) 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.
 - (b) No such shares shall be redeemed unless they are fully paid;
 - (c) The premium, if any, payable on redemption, must have been provided for, out of the profits of the Company or the Share Premium Account of the Company before, the Shares are redeemed; and
 - (d) 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 "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 "Capital Redemption Reserve Account" were paid up Share capital of the Company.



8. Subject to Section 100 of the Companies Act, 1956 and Section 66 of the Companies Act, 2013 as and when notified the Company may by special resolution, reduce its capital and any Capital Redemption Reserve Account or Other Premium Account, for the time being, in any manner, authorised by law, and, in particular, without prejudice to the generality of the foregoing powers, the capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power, the Company would have, if it were omitted.
9. Subject to the applicable provisions of the Act, the Company, in general meeting, may, from time to time, sub-divide, reclassify or consolidate its Shares or any of them, and the resolution whereby any Share is sub-divided, may determine that, as between the holders of the Shares resulting from such sub-division, 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 other or others. 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.
10. 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 applicable provisions of the Act, be modified, commuted, affected or abrogated, or dealt with by an 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 and all the provisions hereinafter contained as to general meetings, shall, mutatis mutandis, apply to every such meeting.

SHARES AND CERTIFICATES

11. The Company shall keep or cause to be kept a Register and Index of Members, in accordance with the applicable Sections of the Act. The Company shall be entitled to keep, in any State or Country outside India, a Branch Register of Members, in respect of those residents in that State or Country.
12. The Shares, in the capital, shall be numbered progressively according to their several classes and denominations, and, except in the manner hereinabove mentioned, no Share shall be sub-divided. Every forfeited or surrendered Share may continue to bear the number by which the same was originally distinguished with, or as may be otherwise, as may be decided by the Board of Directors or required by any other authority, as may be, for the time being, in force.

FURTHER ISSUE OF SHARES

13. (1) Where at any time, it is proposed to increase the subscribed capital of the Company by allotment of further Shares either out of the unissued or out of the increased Share capital then such Shares shall be offered -
 - (a) to the persons who, at the date of the offer, are holders of the Equity Shares of the Company, in proportion, as near as circumstances admit, to the paid up Share capital on those Shares by sending a letter of offer subject to the following conditions, namely:
 - (i) the offer shall be made by a notice specifying the number of Shares offered and limiting a time not less than fifteen (15) days and not exceeding thirty (30) days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;
 - (ii) the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the Shares offered to him or any of them in favour of any other person; and the notice referred to in clause (i) hereof shall contain a statement of this right; provided



that the Directors may decline, without assigning any reason to allot any Shares to any person in whose favour any member may, renounce the Shares offered to him.

- (iii) 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 which is not disadvantageous to the Shareholders and the Company.
 - (b) to employees under a scheme of employees' stock option, subject to special resolution passed by the Company and subject to such conditions as prescribed in the Act and the rules thereunder; or
 - (c) to any persons, if its authorised by a special resolution, whether or not those persons include the persons referred to in clause (A) or clause (B) either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to such conditions prescribed in the Act and the rules thereunder.
- (2). The notice referred to in sub-clause i. of clause (A) of sub-article (1) shall be dispatched through registered post or speed post or through electronic mode to all the existing Shareholders at least 3 (three) days before the opening of the issue.
- (3). Nothing in this Article shall apply to the increase of the subscribed capital of a Company caused by the exercise of an option attached to the debentures issued or loan raised by the Company to convert such debentures or loans into shares in the Company (whether such option is conferred in these Articles or otherwise);

Provided that the terms of issue of such debentures or the terms of such loans containing such option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the Company in general meeting.

- (4). Notwithstanding anything contained in sub-clause (3) above, where any debentures have been issued or loan has been obtained from any Government by the Company, and if that Government considers it necessary in the public interest so to do, it may, by order, direct that such debentures or loans or any part thereof shall be converted into shares in the Company on such terms and conditions as appear to the Government to be reasonable in the circumstances of the case even if terms of the issue of such debentures or the raising of such loans do not include a term for providing for an option for such conversion.

Provided that where the terms and conditions of such conversion are not acceptable to the Company, it may, within sixty days from the date of communication of such order, appeal to the Tribunal which shall after hearing the company and the Government pass such order as it deems fit.

- (5). In determining the terms and conditions of conversion under sub-clause (4), the Government shall have due regard to the financial position of the Company, the terms of issue of debentures or loans, as the case may be, the rate of interest payable on such debentures or loans and such other matters as it may consider necessary.
- (6). Where the Government has, by an order made under sub-clause (4), directed that any debenture or loan or any part thereof shall be converted into shares in the Company and where no appeal has been preferred to the Tribunal under sub-clause (4) or where such appeal has been dismissed, the Memorandum of the Company shall, where such order has the effect of increasing the



authorized share capital of the Company, be altered and the authorized share capital of the Company shall stand increased by an amount equal to the amount of the value of shares which such debentures or loans or part thereof has been converted into.

SHARES AT THE DISPOSAL OF DIRECTORS

14. Subject to the provisions of Section 62 of the Companies Act, 2013 and the rules made thereunder and these Articles of the Company for the time being shares shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 53 of the Companies Act, 2013) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give any person or persons the option or right to call for any Shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot Shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any Shares which may so be allotted may be issued as fully paid up Shares and if so issued, shall be deemed to be fully paid Shares. Provided that option or right to call on Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting. The Board shall cause to be filed the returns as to allotment as may be prescribed from time to time.
15. In addition to and without derogating from the powers for that purpose conferred on the Board under the preceding two Articles, the Company, in general meeting, may determine that any Shares, whether forming part of the original capital or of any increased capital of the Company, shall be offered to such persons, whether or not the members of the Company, in such proportion and on such terms and conditions and, subject to compliance with the provisions of applicable provisions of the Act, either at a premium or at par, 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 applicable provision of the Act, at a premium or at par, 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.
16. Any application signed by or on behalf of an applicant for subscription for Shares in the Company, followed by an allotment of any Shares 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 entered on the Register shall, for the purpose of these Articles, be a member.
17. 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, in the manner prescribed by the Board.
18. 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 Regulations of the Company, require or fix for the payment thereof.
19. (a) Every Member shall be entitled, without payment, to receive one or more certificates in marketable lots, for all the Shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such Shares and the Company shall complete and have ready for delivery such certificates within two (2) months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one (1) month of the receipt of



application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its Shares as the case may be. Every certificate of Shares shall be under the seal of the Company and shall specify the 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 or approve, provided that in respect of a Share or Shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of Shares to one of several joint holders shall be sufficient delivery to all such Share holders. Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors under a power of attorney and the Secretary or some other person appointed by the Board for the purpose, and such two Directors or their attorneys, and the Secretary or other person shall sign the Share Certificates, provided that, if the composition of the Board permits, provided that, of it, at least one of the aforesaid two Directors shall be a person other than Managing Director or a Wholetime Director. Particulars of every Share certificates issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue.

- (b) Any two or more joint allottees, in respect of a Share, shall, for the purpose of this Article, be treated as a single member, and the certificate of any Share, which may be subject of joint ownership, may be delivered to the person named first in the order or otherwise even to any one of such joint owners, on behalf of all of them. For any further certificate, the Board shall be entitled but shall not be bound to prescribe a charge not exceeding Rupee 50(fifty) per such certificate. In this respect, the Company shall comply with the applicable provisions, for the time being, in force, of the Act.
 - (c) A director may sign a Share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp provided that the Directors shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.
20. (a) The Directors may, if they think fit, subject to the provisions of Section 50 of the Act, agree to receive from any member willing to advance the same, all or any part of the amount of his Shares beyond the sums actually called up and upon the monies so paid in advance or upon so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which such advances 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 member 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.

- (b) When a new Share certificate has been issued in pursuance of the preceding clause of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "Issued in lieu of Share Certificate No..... sub-divided/replaced/on consolidation of Shares".
- (c) Subject to provisions of the Act and the Companies (Share Capital and Debentures) Rules, 2014, 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, and a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificates under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs. 50/- (Fifty) 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 the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf. The provision of this sub clause (c) shall mutatis mutandis apply to debentures, if any, of the Company.

- (d) When a new Share certificate has been issued in pursuance of the preceding clause of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "DUPLICATE. Issued in lieu of Share Certificate No." The word "DUPLICATE" shall be stamped or punched in bold letters across the face of the Share certificate.
 - (e) Where a new Share certificate has been issued in pursuance of clause (a) or clause (c) of this Article, particulars of every such Share certificate shall be entered in a Register of Renewed and Duplicate Share Certificates, indicating against the names of the person or persons to whom the certificate is issued, the number and date of issue of the Share certificate, in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross reference in the "Remarks" column.
 - (f) All blank forms to be issued for issue of Share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively numbered, whether by machine, hand or otherwise, and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary, where there is no Secretary, the Managing Director or Whole time Director, and where there is no such director, the Chairman of the Board, for the time being, or otherwise of such other person, as the Board may appoint for the purpose, and the Secretary, such director, Chairman or such other person shall be responsible for rendering an account of these forms to the Board.
 - (g) The Managing Director of the Company, for the time being, or, if the Company has no Managing Director, every director of the Company shall be severally responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of Share certificates except the blank forms of Share certificates referred to in Clause (f) of this Article.
 - (h) All books referred to in clause (g) of this Article shall be preserved in good order permanently, or for such period as may be prescribed by the Act or the Rules made thereunder.
21. If any Share stands in the names of two or more persons, the person first named, in the Register, shall, as regards receipt of dividends or bonus or service of notices and all or any 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 of calls due in respect of such Share and for all incidents otherwise.
 22. Except as ordered by a 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 presents, otherwise expressly provided, any right in respect of a Share other than an absolute right thereto, in accordance with these Articles, in the person, from time to time, registered as the holder



thereof, but the Board shall be, at liberty, at their sole discretion, to register any Share in the joint names of any two or more persons or the survivor or survivors of them.

23. Subject to the provisions of Sections 68 to 70 of the Act 2013 and the rules thereunder, the Company may purchase its own Shares or other specified securities out of free reserves, the securities premium account or the proceeds of issue of any Share or specified securities.
24. Subject to the provisions contained in sections 68 to 70 and all applicable provisions of the Act and subject to such approvals, permissions, consents and sanctions from the concerned authorities and departments, including the Securities and Exchange Board of India and the Reserve Bank of India, if any, the Company may, by passing a special resolution at a general meeting, purchase its own Shares or other specified securities (hereinafter referred to as 'buy-back') from its existing Shareholders on a proportionate basis and/or from the open market and/or from the lots smaller than market lots of the securities (odd lots), and/or the securities issued to the employees of the Company pursuant to a scheme of stock options or sweat Equity, from out of its free reserves or out of the securities premium account of the Company or out of the proceeds of any issue made by the Company specifically for the purpose, on such terms, conditions and in such manner as may be prescribed by law from time to time; provided that the aggregate of the securities so bought back shall not exceed such number as may be prescribed under the Act or Rules made from time to time.

COMMISSION AND BROKERAGE

25. Subject to the provisions of Section 40 of the Act 2013 and the rules thereof, 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 in or Debentures of the Company or procuring or agreeing to procure the subscribers, whether absolutely or conditional, for any Shares in or Debentures of 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 half per cent of the price at which the Debentures are issued, and such commission may be satisfied in any such manner, including the allotment of the Shares or Debentures, as the case may be, as the Board thinks fit and proper.
26. Subject to the provisions of the Act, the Company may pay a reasonable sum for brokerage.

CALLS

27. 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 only at a duly constituted meeting of the Board, make such call, as it thinks fit, upon the members in respect of all moneys unpaid on the Shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board. A call may be made payable by installments.
28. At least 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 be paid.
29. A call shall be deemed to have been made at the time when the resolution authorising such call was passed at a meeting of the Board.
30. 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 whom owing to their 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.
31. A call may be revoked or postponed at the discretion of Board.



32. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
33. If any members fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall, from time to time, be fixed by the Board, but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.
34. 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 the 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.
35. On the trial or hearing of any action or suit brought by the Company against any member or his representative 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 or is entered on the Register of Members as the holder, at or subsequent 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 money is sought to be recovered, and that the resolution making the call is duly recorded in the minute book, and that notice, of which call, was duly given to the member or his representatives and used in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call, and not that a quorum of Directors was present at the meeting of the Board at which any call was made, and nor that the meeting, at which any call was made, has duly been convened or constituted nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive of the debt.
36. 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 proceeding to enforce a forfeiture of such Shares as hereinafter provided.
37. (a) The Board may, if it thinks fit, subject to the provisions of Section 50 of the Companies Act, 2013, 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 up 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 advances are made, the Company may pay or allow interest at such rate, as the member paying the sum in advance and the Board agrees upon, subject to the provisions of the Companies Act, 2013. The Board may agree to repay, at any time, the amount so advanced, provided that moneys paid, in advance of calls, on any Shares may carry interest but shall not confer a right to dividend or to participate in profits.
- (b) No member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him, until the same would, but for such payment, become presently payable.
- (c) The provisions of this Article shall apply mutatis mutandis apply to call on debenture of the Company.

LIEN

10



103



38. The Company shall have a first and paramount lien upon all the Shares/Debentures (other than fully paid-up Shares/Debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all monies (whether presently payable or not) called or payable at a fixed time in respect of such Shares/Debentures and no equitable interest in any Shares 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 all 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. Fully paid-up Share shall be free from all lien and in the case of partly paid-up Shares the Company's lien shall be restricted to moneys called or payable at a fix time in respect of such Shares.
39. For the purpose of enforcing such lien, the Board may sell the Shares, subject thereto, in such manner, as it 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 members to execute a transfer thereof, on behalf of and in the name of such manner. 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 the default, whether express or implied, shall have been made by him or them in payment, fulfilment or discharge of such debts, liabilities or engagements, for such further days allowed, after the service of such notice, and stated therein.
40. 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

41. 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.
42. The notice shall name a day, not being less than 14 (Fourteen) days from the date of the notice, and a place or places on and at which such call or installment and such interest and expenses as 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 instalment is payable, will be liable to be forfeited.
43. 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 instalments, interest and expenses, as may be due in respect thereof, be forfeited by a resolution of the Board to that effect. Subject to the provisions of the Act, such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited Shares and not actually paid before the forfeiture.
44. When any Share shall have been so forfeited, notice of the forfeiture shall be given to the member, in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof, shall, forthwith, be made in the Register 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.



45. Any Share, so forfeited, shall be deemed to be the property of the Company, and may be sold, reallocated or otherwise disposed off, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.
46. 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 thereof, until payment, at such rate, as the Board may determine, and the Board may enforce the payment thereof, if it thinks fit.
47. The forfeiture of a Share shall involve extinction, at the time of the forfeiture, of all interests in and all claims and demands against the Company, in respect of such Share and all other rights, incidental to the Share, except only such of those rights as by these presents are expressly saved.
48. A declaration, in writing, that the declarant is a director or Secretary of the Company and that a Share in the Company has duly been 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.
49. 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 exclusively against the Company and no one else.
50. Upon any sale, reallocation or other disposal under the provisions of the preceding Article, 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.

TRANSFER AND TRANSMISSION OF SHARES

51. The Company shall keep the "Register of Transfers" and therein shall fairly and distinctly enter particulars of every transfer or transmission of any Share.
52. A common form of transfer shall be used. No transfer shall be registered, unless a proper instrument of transfer has been delivered to the Company. Every instrument of transfer shall be duly stamped, under the relevant provisions of the Law, for the time being, in force, and shall be signed by or on behalf of the transferor and the transferee, and in the case of a Share held by two or more holders or to be transferred to the joint names of two or more transferees by all such joint holders or by all such joint transferees, as the case may be, and the transferor or the transferors, as the case may be, shall be deemed to remain the holder or holders of such Share, until the name or names of the transferee or the transferees, as the case may be, is or are entered in the Register of Members in respect thereof. Several executors or administrators of a deceased member, proposing to transfer the Share registered in the name of such deceased member, or the nominee or nominees earlier appointed by the said deceased holder of Shares, in pursuance of the Article 73, shall also sign the instrument of transfer in respect of the Share, as if they were the joint holders of the Share.



53. Shares in the Company may be transferred by an instrument, in writing, in the form, as shall, from time to time, be approved by the Directors provided that, if so required by the provisions of the Companies Act, 2013, such instrument of Transfer shall be in the form prescribed thereunder, and shall be duly stamped and delivered to the Company within the prescribed period. All the provisions of Section 56 of the Companies Act, 2013 shall be duly complied with in respect of all transfers of Shares and registration thereof.
54. The Board shall have power, on giving 7 (Seven) days' previous notice, by advertisement in some newspaper circulating in the district in which the Registered Office of the Company is, for the time being, situated, to close the transfer books, the Register of Members or Register of Debenture holders, at such time or times and for such periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year, as it may seem expedient.
55. Subject to the provisions of Section 58 and 59 of the Companies Act 2013, these Articles, Section 22A of the Securities Contract (Regulation) Act, 1956 and any other applicable provisions of the Act or any other law for the time being in force, the Board may, refuse, whether in pursuance of any power of the Company under these Articles or otherwise, to register the transfer of, or the transmission by operation of law of the right to, any Shares or interest of a member in, or Debentures of the Company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission as the case may be, was delivered to the Company; send to the transferee and transferor or to the person giving intimation of such transmission, as the case may be, notice of the refusal to register such transfer, giving reasons for such refusal 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.
56. An application for the registration of a transfer of Shares in the Company may be made either by the transferor or the transferee. Where such application is made by a transferor and relates to partly paid Shares, the Company shall give notice of the application to the transferee. The transferee may, within two weeks from the date of the receipt of the notice and not later, object to the proposed transfer. The notice to the transferee shall be deemed to have been duly given, if despatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been delivered at the time when it would have been delivered in the ordinary course of post.
57. 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 recognised by the Company as having any title to or interest in such Share, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on Shares held by him jointly with any other person.
58. Subject to the provisions of Article 72 hereunder, the executors or administrators or holders of a such Succession Certificate or the legal representative of a deceased member, not being one of two or more joint holders, shall be the only persons recognised 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 recognise 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 cases, the Board may dispense with production of probate or letters of Administration or Succession Certificate upon such terms as to indemnify or otherwise, as the Board, in its absolute discretion, may think necessary, in the circumstances thereof, and, in pursuance of the Article 61 hereunder, register the name of any person, who claims to be absolutely entitled to the Shares standing in the name of a deceased member, as a member.



59. No Share shall, in any circumstances, be transferred to any infant, insolvent or person of unsound mind, and that no Share, partly paid up, be issued, allotted or transferred to any minor, whether alone or along with other transferees or allottees, as the case may be.
60. So long as the director having unlimited liability has not discharged all liabilities, whether present or future, in respect of the period for which he is and continues to be, so long, liable, he shall not be entitled to transfer the Shares held by him or cease to be a member of the Stock Exchange(s) to the end and intent that he shall continue to hold such minimum number of Shares as were held by him prior to his becoming a director with unlimited liability.
61. Subject to the provisions of Articles 57, 58 and 72 hereof, any person becoming entitled to Shares in consequences of the death, lunacy, bankruptcy or insolvency or any member, or the marriage of any female member or by any lawful means other than by a transfer in accordance with these presents, 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 the Article or of his title, as the Board thinks sufficient, either be registered himself as the holder of the Share or elect to have some person, nominated by him and approved by the Board, registered as such person, 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 to in these Articles as "The Transmission Article".
62. Subject to the provisions of the Act, a person entitled to a Share by transmission shall, subject to the right of the Directors to retain such dividend or money as hereinafter provided, be entitled to receive and may be given a discharge for, any dividends or other moneys payable in respect of the Share.
63. No fees 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 document.
64. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of Shares made or purporting to be made by 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 of such transfer, and may have entered such notice, referred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever refusing or neglecting so to do, 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.
- 64A. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its Securities and to offer Securities in a dematerialized form pursuant to the Depositories Act, 1996.
- 64B. Every holder of or subscriber to Securities of the Company shall have the option to receive Security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the Securities can at any time opt out of a Depository, if permitted by law, in respect of any Security in the manner provided by the Depositories Act, 1996 and the Company shall in the manner and within the time prescribed, issued to the beneficial owner the required Certificates for the Securities. If a person opts to hold its Security with a Depository, the Company shall intimate such Depository the details of allotment of the Security.
- 64C. All Securities of the Company held by the Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 89 and 186 of the Act 2013 shall apply to a Depository in respect of the Securities of the Company held by it on behalf of the beneficial owners.



- 64D. (i) Notwithstanding anything to the contrary contained in the Act, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Security of the Company on behalf of the beneficial owner.
- (ii) Save as otherwise provided in (i) above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
- (iii) Every person holding Securities of the Company and whose name is entered as the beneficial owner in the record of the Depository shall be deemed to be a member of the Company. The beneficial owner of Securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his Securities which are held by a Depository.

CONVERSION OF SHARES INTO STOCK AND RECONVERSION

65. The Company, by resolution in general meeting, may convert any paid up Shares into stock, or may, at any time, reconvert any stock into paid up Shares of any denomination. When any Shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interest, in the same manner and, subject to the same regulations as to which Shares in the Company may be transferred or as near thereto as circumstances will admit. But the Directors may, from time to time, if they think fit, fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum, but with full power nevertheless, at their discretion, to waive such rules in any particular case. The notice of such conversion of Shares into stock or reconversion of stock into Shares shall be filed with the Registrar of Companies as provided in the Act.
66. The Stock shall confer on the holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at meetings of the Company and, for other purposes, as would have been conferred by Shares of equal amount in the capital of the Company of the same class as the Shares from which such stock was converted but no such privilege or advantage, except the participation in profits of the Company, or in the assets of the Company on a winding up, shall be conferred by any such aliquot part or, consolidated stock as would not, if existing in Shares, have conferred such privileges or advantages. No such conversion shall affect or prejudice any preference or other special privilege attached to the Shares so converted. Save as aforesaid, all the provisions herein contained shall, so far as circumstances will admit, apply to stock as well as to Shares and the words "Share" and "Shareholder" in these presents shall include "stock" and "stock-holder".
67. The Company may issue Share warrants in the manner provided by the said Act and accordingly the Directors may, in their discretion, with respect to any fully paid up Share or stock, on application, in writing, signed by the person or all persons registered as holder or holders of the Share or stock, and authenticated by such evidence, if any, as the Directors may, from time to time, require as to the identity of the person or persons signing the application, and on receiving the certificate, if any, of the Share or stock and the amount of the stamp duty on the warrant and such fee as the Directors may, from time to time, prescribe, issue, under the Seal of the Company, a warrant, duly stamped, stating that the bearer of the warrant is entitled to the Shares or stock therein specified, and may provide by coupons or otherwise for the payment of future dividends, or other moneys, on the Shares or stock included in the warrant. On the issue of a Share warrant the names of the persons then entered in the Register of Members as the holder of the Shares or stock specified in the warrant shall be struck off the Register of Members and the following particulars shall be entered therein.
- (i) fact of the issue of the warrant.



- (ii) a statement of the Shares or stock included in the warrant distinguishing each Share by its number, and
 - (iii) the date of the issue of the warrant.
68. A Share warrant shall entitle the bearer to the Shares or stock included in it, and, notwithstanding anything contained in these articles, the Shares or stock shall be transferred by the delivery of the Share-warrant, and the provisions of the regulations of the Company with respect to transfer and transmission of Shares shall not apply thereto.
69. The bearer of a Share-warrant shall, on surrender of the warrant to the Company for cancellation, and on payment of such fees, as the Directors may, from time to time, prescribe, be entitled, subject to the discretion of the Directors, to have his name entered as a member in the Register of Members in respect of the Shares or stock included in the warrant.
70. The bearer of a Share-warrant shall not be considered to be a member of the Company and accordingly save as herein otherwise expressly provided, no person shall, as the bearer of Share-warrant, sign a requisition for calling a meeting of the Company, or attend or vote or exercise any other privileges of a member at a meeting of the Company, or be entitled to receive any notice from the Company of meetings or otherwise, or qualified in respect of the Shares or stock specified in the warrant for being a director of the Company, or have or exercise any other rights of a member of the Company.
71. The Directors may, from time to time, make rules as to the terms on which, if they shall think fit, a new Share warrant or coupon may be issued by way of renewal in case of defacement, loss, or destruction.

NOMINATION BY SECURITY HOLDER

72. (1) Every holder of Securities in the Company may, at any time, nominate, in the prescribed manner, a person to whom his Securities in the Company, shall vest in the event of his death.
- (2) Where the Securities in the Company are held by more than one person jointly, the joint-holders may together nominate, in the prescribed manner, a person to whom all the rights in the Securities in the Company shall vest in the event of death of all joint holders.
- (3) Notwithstanding anything contained in these Articles or any other law, for the time being, in force, or in any disposition, whether testamentary or otherwise, in respect of such Securities in the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the Securities in the Company, the nominee shall, on the death of the Shareholders of the Company or, as the case may be, on the death of the joint holders, become entitled to all the rights in the Securities of the Company or, as the case may be, all the joint holders, in relation to such securities in the Company, to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.
- (4) In the case of fully paid up Securities in the Company, where the nominee is a minor, it shall be lawful for the holder of the Securities, to make the nomination to appoint in the prescribed manner any person, being a guardian, to become entitled to Securities in the Company, in the event of his death, during the minority.
73. (1) Any person who becomes a nominee by virtue of the provisions of the preceding Article, upon the production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either -



- (a) to be registered himself as holder of the Share(s); or
 - (b) to make such transfer of the Share(s) as the deceased Shareholder could have made.
- (2) If the person being a nominee, so becoming entitled, elects to be registered as holder of the Share(s), himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased shareholder.
- (3) All the limitations, restrictions and provisions of the Act relating to the right to transfer and the registration of transfers of Securities shall be applicable to any such notice or transfer as aforesaid as if the death of the member had not occurred and the notice or transfer has been signed by that Shareholder.
74. A person, being a nominee, becoming entitled to a Share by reason of the death of the holder, shall be entitled to the same dividends and other advantages which he would be entitled if he were the registered holder of the Share except that he shall not, before being registered a member in respect of his Share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the Share(s) and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Share(s) or until the requirements of the notice have been complied with.

MEETING OF MEMBERS

75. The Company shall, in each year, hold a general meeting as its Annual General Meeting. Any meeting, other than Annual General Meeting, shall be called Extra-ordinary General Meeting.

Not more than 15 (Fifteen) months or such other period, as may be prescribed, from time to time, under the Act, 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 the provisions of the Act to extend time within which any Annual General Meeting may be held.

Every Annual General Meeting shall be called for a time during business hours i.e., between 9 a.m. and 6 p.m., on a day that is not a National 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 think fit and determine and the notices calling the Meeting shall specify it as the Annual General Meeting.

Every member of the Company shall be entitled to attend, either in person or by proxy, and by way of a postal ballot whenever and in the manner as may permitted or prescribed under the provisions of the Act, and the Auditors to the Company, who shall have a right to attend and to be heard, at any general meeting which he attends, on any part of the business, which concerns him as the Auditors to the Company, further, the Directors, for the time being, of the Company shall have a right to attend and to be heard, at any general meeting, on any part of the business, which concerns them as the Directors of the Company or generally the management of the Company.

At every Annual General Meeting of the Company, there shall be laid, on the table, the Directors' Report and Audited Statements of Account, Auditors' Report, the proxy Register with forms of proxies, as received by the Company, and the Register of Directors' Share holdings, which Register shall remain open and accessible during the continuance of the meeting, and therefore in terms of the provisions of

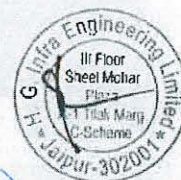


Section 96 of the Act, the Annual General Meeting shall be held within six months after the expiry of the financial year. The Board of Directors shall prepare the Annual List of Members, Summary of the Share Capital, Balance Sheet and Profit and Loss Account and forward the same to the Registrar in accordance with the applicable provisions of the Act.

76. The Board may, whenever it thinks fit, call an Extra-ordinary General Meeting and it shall do so upon a requisition, in writing, by any member or members holding, in aggregate not less than one-tenth or such other proportion or value, as may be prescribed, from time to time, under the Act, of such of the paid-up capital as at that date carries the right of voting in regard to the matter, in respect of which the requisition has been made.
 77. Any valid requisition so made by the 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, provided that such requisition may consist of several documents, in like form, each of which has been signed by one or more requisitionists.
 78. Upon receipt of any such requisition, the Board shall forthwith call an Extra-ordinary General Meeting and if they do not proceed within 21 (Twenty-one) days or such other lesser period, as may be prescribed, from time to time, under the Act, from the date of the requisition, being deposited at the office, to cause a meeting to be called on a day not later than 45 (Forty-five) days or such other lesser period, as may be prescribed, from time to time, under the Act, 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 100(4) of the Act, whichever is less, may themselves call the meeting, but, in either case, any meeting so called shall be held within 3 (Three) months or such other period, as may be prescribed, from time to time, under the Act, from the date of the delivery of the requisition as aforesaid.
 79. 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 such meetings are to be called by the Board.
 80. At least 21 (Twenty-one) days' notice, of every general meeting, Annual or Extra-ordinary, and by whomsoever called, specifying the day, date, place and hour of meeting, and the general nature of the business to be transacted there at, 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 General 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 of the Shareholders of the Company, if any business other than (i) the consideration of the Accounts, Balance Sheet and Reports of the Board and the Auditors thereon, (ii) the declaration of dividend, (iii) appointment of directors in place of those retiring, (iv) the appointment of, and fixing the remuneration of, the Auditors, is to be transacted, and in the case of any other meeting, in respect of any item of business, a statement setting out all material facts concerning each such item of business, including, in particular, the nature and extent of the interest, if any, therein of every director and 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 or every director and 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 such percent, as may be prescribed, from time to time, under the Act, of the paid-up Share Capital of that other Company.
- Where any item of business consists of the according of approval of the members to any document at the meeting, the time and place, where such document can be inspected, shall be specified in the statement aforesaid.
81. 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.



82. No general meeting, whether Annual or Extra-ordinary, 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.
83. Subject to the provisions of the Act and these Articles, five(5) shareholders shall constitute quorum in Shareholder's Meetings of the Company if number of shareholders as on date of meeting is not more than One Thousand; Fifteen (15) shareholders shall constitute quorum in Shareholder's Meetings of the Company if number of shareholders as on date of meeting is more than One Thousand but not more than Five Thousand; Thirty (30) shareholders shall constitute quorum in Shareholders' Meetings of the Company if number of shareholders as on date of meeting exceeds five thousand.
84. A body corporate, being a member, shall be deemed to be personally present, if it is represented in accordance with and in the manner as may be prescribed by, the applicable provisions of the Act.
85. 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, then the meeting, if convened by or upon the requisition of members, shall stand dissolved, but in any other case, it shall stand adjourned to such time on the following day or such other day and to such place, as the Board may determine, and, if no such time and place be determined, to the same day in the next week, at the same time and place in the city or town in which the office of the Company is, for the time being, situate, as the Board may determine, and, if at such adjourned meeting also, 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.
86. The Chairman of the Board of Directors shall be entitled to take the chair at every general meeting, whether Annual or Extra-ordinary. If there be no such Chairman, or, if, at any meeting, he shall not be present within 15 (Fifteen) minutes of the time appointed for holding such meeting, then the members present shall elect another director as the Chairman of that meeting, and, if no director be present, or if all the Directors present decline to take the Chair, then the members present shall elect one among them to be the Chairman.
87. No business shall be discussed at any general meeting, except the election of a Chairman, whilst the Chair is vacant.
88. The Chairman, with the consent of the meeting, may adjourn any meeting, from time to time, and from place to place, in the city or town, in which the office of the Company is, for the time being, situate, 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.
89. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded, before or on the declaration of the result of the show of hands, by any member or members present in person or by proxy and holding Shares in the Company, which confer a power to vote on the resolution not being less than one-tenth or such other proportion as may statutorily be prescribed, from time to time, under the Act, of the total voting power, in respect of the resolution or on which an aggregate sum of not less than Rs. 500,000/- or such other sum as may statutorily be prescribed, from time to time, under the Act, has been paid up, and unless a poll is demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried unanimously or by a particular majority, or has been lost and an entry to that effect in the minutes book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.
90. 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 of votes, if any, to which he may be entitled as a member, if he is.



91. If a poll is demanded as aforesaid, the same shall, subject to Article 93 hereinafter, be taken at Mumbai or, not desired, then at such other place as may be decided by the Board, at such time not later than 48 (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 resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the persons, who made the demand.
92. Where a poll is to be taken, the Chairman of the meeting shall appoint one or, at his discretion, two scrutinizers, who may or may not be members of the Company to scrutinize the votes given on the poll and to report thereon to him, subject to that 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 that 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 the vacancy so caused in the office of a scrutinizer arising from such removal or from any other cause.
93. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment of the meeting shall be taken forthwith at the same meeting.
94. The demand for a poll, except on questions of the election of the Chairman and of an adjournment thereof, 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.

VOTES OF MEMBERS

95. No member shall be entitled to vote either personally or by proxy at any general meeting or meeting of a class of Shareholders either upon a show of hands or upon a poll in respect of any Shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, or has exercised, any right of lien.
96. Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions so to voting, for the time being, attached to any class of Shares, 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, 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, subject to the provision of section 47, he shall have a right to vote only on resolutions, placed before the meeting, which directly affect the rights attached to his Preference Shares.
97. 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 votes or cast in the same way all the votes, he uses.
98. A member of unsound mind or in respect of whom an order has been made by a 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 a poll, vote by proxy. If any member be a minor, the vote, in respect of his Share or Shares, be used by his guardian, or any one of his guardians, if more than one, to be selected, in the case of dispute, by the Chairman of the meeting.
99. 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, then 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 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 holders thereof.

100. 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 the applicable provisions, if any, 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 corporate could exercise, if it were an individual member.
101. Any person entitled, under the Article 61 hereinabove, to transfer any Share, may vote, at any general meeting, in respect thereof, in the 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 provisionally admitted his right to vote at such meeting in respect thereof.
102. 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 body corporate under the common seal of such corporate, or be signed by an officer or officers or any attorney duly authorised by it or them, and, for a member of unsound mind or in respect of whom an order has been made by a court having jurisdiction in lunacy, any committee or guardian may appoint such proxy. The proxy so appointed shall not have a right to speak on any matter at the meeting.
103. An instrument of Proxy may state the appointment of 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.
104. A member, present by proxy, shall be entitled to vote only on a poll.
105. The instrument appointing a proxy and a Power of Attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of authority, shall be deposited at the Office not later than 48 (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 of Proxy shall not be treated as valid. No instrument appointing a proxy shall be a valid after the expiration of 12 (Twelve) months or such other period as may be prescribed under the Laws, for the time being, in force, or if there shall be no law, then as may be decided by the Directors, from the date of its execution.
106. Every Instrument of proxy, whether for a specified meeting or otherwise, shall, as nearly as circumstances thereto will admit, be in any of the forms as may be prescribed from time to time.
107. 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 Share 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.
108. No objections shall be made to the validity of any vote, except at any meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy, or not disallowed at such meeting or on a poll, shall be deemed as valid for all purposes of such meeting or a poll whatsoever.



109. The Chairman, present at the time of taking of a poll, shall be the sole judge of the validity of every vote tendered at such poll.
110. (a) The Company shall cause minutes of all proceeding of every general meeting to be kept by making, within 30 (Thirty) days of the conclusion of every such meeting concerned, entries thereof in books kept, whether manually in the registers or by way of loose leaves bound together, as may be decided by the Board of Directors, for that purpose with their pages consecutively numbered.
- (b) Each page of every such book shall be initialled 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 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 that purpose.
- (c) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- (d) The minutes of each meeting shall contain a fair and correct summary of the proceedings there at.
- (e) All appointments made at any meeting aforesaid shall be included in the minutes of the meeting.
- (f) Nothing herein contained shall require or to be deemed to require the inclusion, in any such minutes, of any matter, which, in the opinion of the Chairman of the meeting, (i) is or could reasonably be regarded as, defamatory of any person, or (ii) is irrelevant or immaterial to the proceedings, or (iii) 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.
- (g) Any such minutes shall be conclusive evidence of the proceedings recorded therein.
- (h) 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 2 (Two) hours, in each day, as the Directors determine, to the inspection of any member without charge.

DIRECTORS

111. Until otherwise determined by a general meeting of the Company and, subject to the applicable provisions of the Act, the number of Directors shall not be less than three nor more than fifteen.

The First Directors of the Company are :

1. Shri Vijendra Singh
2. Shri Hodal Singh
3. Shri Girish Pal Singh
4. Shri Harendra Singh

112. (a) Whenever, Directors enter into a contract with any Government, whether central, state or local, bank or financial institution or any person or persons (hereinafter referred to as "the appointer")



for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or enter into any other arrangement whatsoever or in case of Promoters of the Company (hereinafter referred as "Promoters"), the Directors shall have, subject to the provisions of Section 152 and other applicable provisions, if any, of the Act, the power to agree that such appointer or Promoters shall have the right to appoint or nominate by a notice, in writing, addressed to the Company, one or more Directors on the Board (hereinafter referred to as "Special Director") for such period and upon such terms and conditions, as may be mentioned in the agreement if any, and that such Director or Directors may or may not be liable to retire by rotation, 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 appointer or Promoter, entitled to appoint or nominate them and the appointer or Promoter may appoint another or others in his or their place and also fill in vacancy, which may occur as a result of any such director or directors ceasing to hold that office for any reasons whatsoever. 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 payment of remuneration, sitting fees and travelling expenses to such director or directors, as may be agreed by the Company with the appointer.

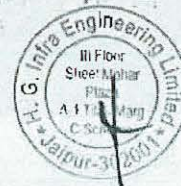
- (b) The Special Directors, appointed under the preceding Article, shall be entitled to hold Office until required by the Government, person, firm, body corporate promoters or financial institution/s who may have appointed them, and will not be bound to retire by rotation or be subject to the Articles hereof. A Special Director shall not require to hold any qualification Share(s) in the Company. As and when a Special Director vacates Office, whether upon request as aforesaid or by death, resignation or otherwise, the Government, person, firm or body corporate promoters or financial institution, who appointed such Special Director, may appoint another director in his place. Every nomination, appointment or removal of a Special Director or other notification, under this Article, shall be in writing and shall, in the case of the Government, be under the hand of a Secretary or some other responsible and authorised official to such Government, and in the case of a company or financial institution, under the hand of director of such company or institution duly authorised in that behalf by a resolution of the Board of Directors. Subject as aforesaid, a Special Director shall be entitled to the same rights and privileges and be subject to the same of obligations as any other director of the Company.
113. 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 hereinafter referred to as "the 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 required to hold any qualification Share(s) in the Company.
114. Subject to the provisions of section 161(2) of the Act, 2013, 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 3 (Three) months or such other period as may be, from time to time, prescribed under the Act, from the India, in which the meetings of 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 returns 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 re-appointment of a retiring director, in default of another appointment, shall apply to the original director and not to the alternate director.



115. Subject to the provisions of section 161(1) of the Act, 2013, the Board shall have power, at any time and from time to time, to 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 these Articles. Any such Additional Director shall hold Office only upto the date of the next Annual General Meeting.
116. Subject to the provisions of section 152 and 162 of the Act, 2013, 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 upto the date, upto which the director in whose place he is appointed would have held Office if it had not been vacated by him.
117. A director shall not be required to hold any qualification Share(s) in the Company.
118. (i) Subject to the provisions of section 196, 197 and read with schedule V of the Companies Act, 2013, a 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, or in any other manner, as may be, from time to time, permitted under the Act or as may be thought fit and proper by the Board or, if prescribed under the Act, by the Company in general meeting.
- (ii) Subject generally to the provisions of the Act, and, in the case of the Managing Director, subject to the provisions of the Articles hereinbelow, as may be applicable, the Board shall have power to pay such remuneration to a director for his services, Whole-time or otherwise, rendered to the Company or for services of professional or other nature rendered by him, as may be determined by the Board. If any director, being willing, shall be called upon to perform extra services or make any special exception in going to or residing at a place other than the place where the director usually resides, or otherwise in or for the Company's business or for any of the purpose of the Company, then, subject to the provisions of the Act, the Board shall have power to pay to such director such remuneration, as may be determined by the Board.
- (iii) 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;
- (a) by way of monthly, quarterly or annual payment with the approval of the Central Government; or
- (b) by way of commission, if the Company, by a special resolution, authorises such payment.
- (iv) The fee payable to a director, excluding 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, from time to time, determine, but within and subject to the limit prescribed by the Central Government pursuant to the provisions, for the time being, under the Act.
119. The Board may allow and pay to any director such sum, as the Board may consider fair compensation, for travelling, 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 for the Company's business, he shall be entitled to be repaid and reimbursed of any travelling or other expenses incurred in connection with business of the Company. The Board may also permit the use of the Company's car or other vehicle, telephone(s) or any such other facility, by the director, only for the business of the Company.



120. The continuing Directors may act, notwithstanding, any vacancy in their body but if, and so long as their number is not reduced below the minimum number fixed by Article 111 hereof, the continuing Directors, not being less than two, may only act, for the purpose of increasing the number of Directors to that prescribed minimum number or of summoning a general meeting but for no other purpose.
121. The office of director shall be vacated, pursuant to the provisions of section 164 and section 167 of the Companies Act, 2013. Further, the Director may resign his office by giving notice to the Company pursuant to section 168 of the Companies Act, 2013
122. The Company shall keep a Register, in accordance with Section 189(1) of the Act, and within the time as may be prescribed, enter therein such of the particulars, as may be relevant having regard to the application thereto of Section 184 or Section 188 of the Act, as the case may be. The Register aforesaid shall also specify, in relation to each director of the Company, names of the bodies corporate and firms of which notice has been given by him, under the preceding two Articles. The Register shall be kept at the Office of the Company and shall be open to inspection at such Office, and the extracts may be taken therefrom 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 189(3) of the Act shall apply accordingly.
123. A director may be or become a director of any other 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 the provisions of the Act may be applicable.
124. (a) 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 Independent, Nominee, Special 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, subject to Section 152 and other applicable provisions, if any, of the Act.
- (b) Subject to Section 152 of the Act, the directors, liable 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 the persons, who became Directors on the same day, and those who are liable to retire by rotation, shall, in default of and subject to any agreement among themselves, be determined by lot.
125. A retiring director shall be eligible for re-election and shall act as a director throughout the meeting at which he retires.
126. Subject to Section 152 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.
127. (a) If the place of retiring director is not so filled up and further the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day, in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day, which is not a public holiday, at the same time and place.
- (b) 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 meetings, unless:-



- (i) at that meeting or at the previous meeting, resolution for the re-appointment of such director has been put to the meeting and lost;
 - (ii) the retiring director has, by a notice, in writing, addressed to the Company or its Board, expressed his unwillingness to be so re-appointed;
 - (iii) he is not qualified, or is disqualified, for appointment.
 - (iv) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or
 - (v) Section 162 of the Act is applicable to the case.
128. Subject to the provisions of Section 149 of the Act, the Company may, 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 169 of the Act, remove any director before the expiration of his period of Office and appoint another qualified person in his stead. The person so appointed shall hold Office during such time as the director, in whose place he is appointed, would have held, had he not been removed.
129. (a) No person, not being a retiring director, shall be eligible for appointment to the office of director at any general meeting unless he or some member, intending to propose him, has, not less than 14 (Fourteen) days or such other period, as may be prescribed, from time to time, under the Act, before the meeting, left at the Office of the Company, a notice, in writing, under his hand, signifying his candidature for the Office of director or an intention of such member to propose him as a candidate for that office, along with a deposit of Rupees One lakh or such other amount as may be prescribed, from time to time, under the Act, which shall be refunded to such person or, as the case may be, to such member, if the person succeeds in getting elected as a director or gets more than twenty-five per cent of total valid votes cast either on show of hands or on poll on such resolution.
- (b) 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 160 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.
- (c) A person, other than a director re-appointed after retirement by rotation 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 161 of the Act, appointed as a director or reappointed as a 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.
130. The Company shall keep at its Office a Register containing the particulars of its directors and keymanagerial personnel and their shareholding as mentioned in Section 170 of the Act, and shall otherwise comply with the provisions of the said Section in all respects.
131. Every director and Key Managerial Personnel within a period of thirty days of his appointment, or relinquishment of his office, as the case may be, disclose to the company the particulars specified in sub-section (1) of section 184 relating to his concern or interest in any company or companies or bodies corporate (including shareholding interest), firms or other association which are required to be included in the register under that section 189 of the Companies Act, 2013.



MANAGING DIRECTOR

132. (1) Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint, from time to time, any of its member as a Managing Director or Managing Directors of the Company for a fixed term, not exceeding 5 (Five) years at a time, and upon such terms and conditions as the Board thinks fit, and subject to the provisions of the succeeding Article hereof, the Board may, by resolution, vest in such Managing Director or Managing Directors such of the powers hereby vested in the Board generally, as it thinks fit, and such powers may be made exercisable for such period or periods; and upon such conditions and subject to such restrictions, as it may determine. The remuneration of a Managing Director may be by way of salary and/or allowances, commission or participation in profits or perquisites of any kind, nature or description, or by any or all of these modes, or by any other mode(s) not expressly prohibited by the Act or the Rules made thereunder, or any notification or circular issued under the Act.
- (2) The Board shall have power to appoint an individual as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company at the same time.
133. Subject to the superintendence, directions and control of the Board, the Managing Director or Managing Directors shall exercise the powers, except to the extent mentioned in the matters, in respect of which resolutions are required to be passed only at the meeting of the Board, under Section 179 of the Act and the rules made thereunder
134. Subject also to the other applicable provisions, if any, of the Act, the Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing or Whole-time Director who :-
- (a) is below the age of twenty-one years or has attained the age of seventy years
 - (b) is an undischarged insolvent, or has any time been adjudged an insolvent;
 - (c) suspends, or has at any time suspended, payment to his creditors, or makes or has, at any time, made, a composition with them; or
 - (d) is or has, at any time, been convicted by a Court and sentenced for a period of more than six months.

PROCEEDINGS OF THE BOARD OF DIRECTORS

135. Unless decided by the Board to the contrary, depending upon the circumstances of the case, a Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, in accordance with the Article 124 hereof. If he ceases to hold the office of director, he shall ipso-facto and forthwith ceases to hold the office of Managing Director.
136. The Directors may meet together as a Board for the despatch of business, from time to time, and shall so meet at least once in every 3 (Three) months and at least 4 (Four) such meetings shall be held in every year in such a manner that not more than one hundred and twenty days (120) days shall intervene between two consecutive meetings of the Board. The Directors may adjourn and otherwise regulate their meetings as they think fit, subject to the provisions of the Act. The Board of directors may participate in a meeting of the Board either in person or through video conferencing or other audio visual means, as may be prescribed, which are capable of recording and recognising the participation of the directors and of recording and storing the proceedings of such meetings along with date and time subject to the rules as may be prescribed.



137. not less than seven(7) days Notice of every meeting of the Board may be given, in writing, in writing to every director at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means.

Subject to the provisions of section 173(3) meeting may be called at shorter notice.

138. Subject to Section 174 of the Act, the quorum for a meeting of the Board shall be one-third of its total strength, excluding Directors, if any, whose places may be vacant at the time and any fraction contained in that one-third being rounded off as one, or two directors, whichever is higher, provided that where, at any time, the number of interested directors exceeds or is equal to two-thirds of the total strength the number of the remaining directors, that is to say, the number of directors who are not interested, present at the meeting, being not less than two, shall be the quorum, during such time.
139. If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned for 30 minutes in the same day and at same place.
140. A director may, at any time, or Secretary shall, as and when directed by the any of the Directors to do so, convene a meeting of the Board, by giving a notice, in writing, to every other director.
141. The Board may, from time to time, elect one of their member to be the Chairman of the Board and determine the period for which he is to hold the office. If at any meeting of the Board, the Chairman is not present at a time appointed for holding the same, the directors present shall choose one of them, being present, to be the Chairman of such meeting.
142. Subject to the restrictive provisions of any agreement or understanding as entered into by the Company with any other person(s) such as the collaborators, financial institutions, etc., the questions arising at any meeting of the Board shall be decided by a majority of the votes of the directors present there at and, also subject to the foregoing, in the case of an equality of votes, the Chairman shall have a second or casting vote.
143. A meeting of the Board, 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.
144. Subject to the restrictions contained in Section 179 of the Act 2013 and the rules made thereunder, the Board may delegate any of their powers to the committee of the Board, consisting of such number of its body, as it thinks fit, 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 purposes, but every committee of the Board, so formed, shall, in the exercise of the powers so delegated, conform to any regulations 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 fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if were done by the Board.
145. The meetings and proceedings of any meeting of such Committee of the Board, consisting of two or more members, shall be governed by the provisions contained herein for regulating the meetings and proceedings of the meetings 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.
146. 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 the directors or to all the members of the Committee, at their usual addresses in India and has been approved, in writing,



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.

147. 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 or was, as the case may be, disqualified or had vacated office or that the appointment of any of them was 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 duly been appointed and was qualified to be a director and had not vacated his office or his appointed had not been terminated, provided that nothing in this Article shall be deemed to give validity to any act or acts done by a director or directors after his or their appointment(s) has or have been shown to the Company to be invalid or to have terminated.

148. (a) The Company shall cause minutes of all proceedings of every meeting of the Board and the Committee thereof to be kept by making, within 30 (Thirty) days of the conclusion of each such meeting, entries thereof in books kept, whether manually in the registers or by way of loose leaves bound together, as may be decided by the Board of Directors, for that purpose with their pages consecutively numbered.

(b) Each page of every such book shall be initialled 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.

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

(d) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

(e) All appointment made at any of the meetings aforesaid shall be included in the minutes of the meeting.

(f) The minutes shall also contain :-

(i) the names of the Directors present at the meeting; and

(ii) 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.

(g) Nothing contained in sub-clauses (a) to (f) shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairman of the meeting -

(i) is, or could reasonably be regarded as, defamatory of any person;

(ii) is irrelevant or immaterial to the proceedings; or

(iii) is detrimental to the interests of the Company;

and that the Chairman shall exercise an absolute discretion with regard to the inclusion or non-inclusion of any matter in the minutes on the ground specified in this sub-clause.

(h) Minutes of the meetings kept in accordance with the aforesaid provisions shall be an evidence of the proceedings recorded therein.



149. Without prejudice to the general powers as well as those under the Act, and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles or otherwise, it is hereby declared that the Directors shall have, inter alia, the following powers, that is to say, power -

- (a) to pay the costs, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Company;
- (b) to pay and charge, to the account of the Company, any commission or interest lawfully payable thereon under the provision of the Act;
- (c) subject to the provisions 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 being in the interests of the Company, and in any such purchase or other acquisition to accept such title or to obtain such right as the directors may believe or may be advised to be reasonably satisfactory;
- (d) at their discretion and subject to the provisions of the Act, to pay for any property, right 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 up, with such amount credited as paid up thereon, as may be agreed upon, and any such bonds, Debentures, mortgages or other securities may either be specifically charged upon all or any part of the properties of the Company and its uncalled capital or not so charged;
- (e) to secure the fulfilment of any contracts or engagement entered into by the Company or, in the interests or for the purposes of this Company, by, with or against any other Company, firm or person, by mortgage or charge of all or any of the properties of the Company and its uncalled capital, for the time being, or in such manner and to such extent as they may think fit;
- (f) to accept from any member, as far as may be permissible by law, a surrender of his Shares or any part thereof, whether under buy-back or otherwise, on such terms and conditions as shall be agreed mutually, and as may be permitted, from time to time, under the Act or any other Law or the Regulations, for the time being, in force;
- (g) 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 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;
- (h) 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 differences to arbitration and observe and perform any awards made thereon;
- (i) to act on behalf of the Company in all matters relating to bankruptcy and insolvents;
- (j) to make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company;
- (k) subject to the applicable provisions 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;

- (l) 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 or purposes of the Company, such mortgages of the Company's property, present and future, as they may 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;
- (m) to determine from time to time, who shall be entitled to sign, on behalf of the Company, bills, invoices, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and or any other document or documents and to give the necessary authority for such purpose, and further to operate the banking or any other kinds of accounts, maintained in the name of and for the business of the Company;
- (n) to distribute, by way of bonus, incentive or otherwise, amongst the employees of the Company, a Share or Shares in the profits of the Company, and to give to any staff, officer or others employed by the Company a commission on the profits of any particular business or transaction, and to charge any such bonus, incentive or commission paid by the Company as a part of the operational expenditure of the Company;
- (o) to provide for the welfare of directors or ex-directors, Shareholders, for the time being, or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses or dwellings, or grants of moneys, whether as a gift or otherwise, pension, gratuities, allowances, bonus, loyalty bonuses or other payments, also whether by way of monetary payments or otherwise, or by creating and from time to time, subscribing or contributing to provident and other association, institutions, funds or trusts and by providing or subscribing or contributing towards places of worship, instructions 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 money to charitable, benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claim to support or aid by the Company, either by reason of locality or place of operations, or of public and general utility or otherwise;
- (p) before recommending any dividend, to set aside out of the profits of the Company such sums, as the Board may think proper, for depreciation or to a Depreciation Fund, or to an Insurance Fund, a Reserve Fund, Capital Redemption Fund, Dividend Equalisation Fund, 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 interests of the Company and, subject to the provisions 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 off 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 interests of the Company, notwithstanding, that the matter, 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 divisions of a Reserve Fund and with full powers 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 of or repayment of debentures or debenture stock 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, subject to the provisions of the applicable laws, for the time being, in force.

- (q) to appoint and at their discretion, remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants or other employees, in or for permanent, temporary or special services, as they may, from time to time, think fit, and to determine their powers and duties and to fix their salaries, emoluments or remuneration of such amount, as they may think fit.
- (r) to comply with the requirements of any local laws, Rules or Regulations, which, in their opinion, it shall, in the interests of the Company, be necessary or expedient to comply with.
- (s) 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 powers 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 in favour of any Company, or the Share-holders, 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 of convenience of person dealing with such Attorneys, as the Board may think fit, and may contain powers enabling any such delegates all or any of the powers, authorities and discretions, for the time being, vested in them;
- (t) Subject to the provisions 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 contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company, as they may consider expedient;
- (u) from time to time, make, vary and repeal bylaws for the regulation of the business of the Company, its Officers and Servants.

MANAGEMENT

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

- (a) Managing Director, and
- (b) Manager

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

151. Subject to the provisions of the Act,—



(i) A chief executive officer, manager, company secretary, chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary, chief financial officer so appointed may be removed by means of a resolution of the Board;

(ii) A director may be appointed as chief executive officer, manager, company secretary, chief financial officer.

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

COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

153. Copies of the Memorandum and Articles of Association of the Company and other documents, referred to in Section 17 of the Act, shall be sent by the Company to every member, at his request, within 7 (Seven) days of the request, on payment, if required by the Board, of the sum of Re.1/- (Rupee One Only) or such other higher sum, as may be prescribed, from time to time, under the Act and further decided, from time to time, by the Board, for each such copy.

SEAL

154. (a) 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 that the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given. The Common Seal of the Company shall be kept at its office or at such other place, in India, as the Board thinks fit.

(b) The Common Seal of the Company shall be used by or under the authority of the Directors or by a Committee of the Board of Directors authorised by it in that behalf in the presence of at least one director, or Secretary or any other responsible officer of the Company as may be expressly authorised by the Board by way of a resolution passed at their duly constituted meeting, who shall sign every instrument to which the seal is affixed. Such instruments may also be countersigned by other officer or officers, if any, appointed for the purpose. However, the certificates, relating to Shares or Debentures in or of the Company, shall be signed in such manner as may be prescribed in the Act and/or any Rules thereunder.

DIVIDEND

155. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles, and further 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 to the Shares held by them respectively.

156. The Company, in general meeting, may declare that dividends be paid to the members according to their respective rights, but no dividends shall exceed the amount recommended by the Board, but the Company may, in general meeting, declare a smaller dividend than was recommended by the Board.

157. Subject to the applicable provisions of 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:-

- (a) if the Company has not provided 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;
 - (b) if the Company has incurred any loss in any previous financial year or years the amount of 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 as against the profits of the Company for any financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of schedule II of the Act.
158. The Board may, from time to time, pay to the members such interim dividend, as in their judgement, the position of the Company justifies.
 159. Where capital is paid in advance of calls, such capital may carry interest as may be decided, from time to time, by the Board, but shall not, in respect thereof, confer a right to dividend or to participate in profits.
 160. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during which any portion or portions of the period in respect of which the dividend is paid up; but if any Share is issued on the terms providing that it shall rank for dividend as from a particular date or on such preferred rights, such Share shall rank for dividend accordingly.
 161. The Board may retain the dividends payable upon Shares in respect of which any person is, under the Article 61 hereinabove, entitled to become a member, or which any person under that article is entitled to transfer until such person shall become a member in respect of such Shares, or shall duly transfer the same and until such transfer of Shares has been registered by the Company, notwithstanding anything contained in any other provision of the Act or these Articles, the provisions of Section 206A of the Act or the corresponding section of Act, 2013 as and when notified shall apply.
 162. Any one of several persons, who are registered as joint holders of any Share, may give effectual receipts for all dividends or bonus and payments on account of dividends or bonus or other moneys payable in respect of such Shares.
 163. 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.
 164. Subject to the applicable provisions, if any, of the Act, a transfer of Shares shall not pass the right to any dividend declared thereon and made effective from the date prior to the registration of the transfer.
 165. Unless otherwise directed, any dividend may be paid up by cheque or warrant or by a pay-slip sent through the post to the registered address of the member or person entitled, or, in the case of joint holders, to that one of them first named in the Register in respect of the joint holdings. 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 lost in transmission or for any dividend lost to the member or person entitled thereto due to or by the forged endorsement of any cheque or warrant or the fraudulent recovery of the dividend by any other means.



166. (a) If the Company has declared a dividend but which has not been paid or claimed within 30 (Thirty) days from the date of declaration, the Company shall transfer the total amount of dividend which remains unpaid or unclaimed within 7 (seven) days from the date of expiry of the said period of 30 (Thirty) days to a special account to be opened by the Company in that behalf in any scheduled Bank called "the Unpaid Dividend Account of H.G. Infra Engineering Limited". The Company shall within a period of ninety days of making any transfer of an amount to the Unpaid Dividend Account, prepare a statement containing the names, their last known addresses and the unpaid dividend to be paid to each person and place it on the website of the Company and also on any other website approved by the Central Government, for this purpose in such form, manner and other particulars as may be prescribed. No unclaimed or unpaid dividend shall be forfeited by the Board before the claim becomes barred by law.
- (b) Any money so transferred to the unpaid Dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the Fund established under sub-section (1) of Section 125 of the Companies Act, 2013, viz. "Investors Education and Protection Fund".
167. Subject to the provisions of the Act, no unpaid dividend shall bear interest as against the Company.
168. Any general meeting declaring a dividend may, on the recommendation of the Directors, make a call on the members of such amount as the meeting decides, 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 members, be set off against the calls.

CAPITALISATION

169. (a) The Company, in general meeting, may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the Reserve Fund, or any Capital Redemption Reserve Account or in the hands of the Company and available for dividend, or representing premium received on the issue of Shares and standing to the credit of the Share 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 proportion 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 Shareholders, 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 on in or towards payment of the uncalled liability on any issued Shares or Debentures, 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 Share Premium Account and a Capital Redemption Reserve Account may, for the purposes of this Article, only be applied for the paying of any unissued Shares to be issued to members of the Company as, fully paid up, bonus Shares.
- (b) A general meeting may resolve 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.
- (c) 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 fraction of value less than Rs.10/- (Rupees Ten Only) 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 funds, 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 Act and the Board may appoint any person to sign such contract, on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective.

ACCOUNTS

170. The Company shall keep at the Office or at such other place in India, as the Board thinks fit and proper, books of account, in accordance with the provisions of the Act with respect to :-

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;
- (b) all sales and purchases of goods by the Company;
- (c) the assets and liabilities of the Company;
- (d) such particulars, if applicable to this Company, relating to utilisation of material and/or labour or to other items of cost, as may be prescribed by the Central Government.

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 7 (Seven) days, or such other period, as may be fixed, from time to time, by the Act, 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 the period of not less than 8 (Eight) years or such other period, as may be prescribed, from time to time, under the Act, preceding the current year, together with the vouchers relevant to any entry in such books.

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 transaction effected at the branch office, are kept at the branch office, and the proper summarised returns, made up to day at intervals of not more than 3 (Three) months or such other period, as may be prescribed, from time to time, by the Act, are sent by the branch office to the Company at its Office or other place in India, at which the books of account of the Company are kept as aforesaid.

The books of account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be, and explain the transactions represented by it. The books of account and other books and papers shall be open to inspection by any director, during business hours, on a working day, after a prior notice, in writing, is given to the Accounts or Finance department of the Company.

171. 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 the 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.



172. The Directors shall, from time to time, in accordance with sections 129 and 134 of the Act, cause to be prepared and to be laid before the Company in Annual General Meeting of the Shareholders of the Company, such Balance Sheets, Profit and Loss Accounts, if any, and the Reports as are required by those Sections of the Act.
173. A copy of every such Profit & Loss Accounts and Balance Sheets, including the Directors' Report, the Auditors' Report and every other document(s) required by law to be annexed or attached to the Balance Sheet, shall at least 21 (Twenty-one) days, before the meeting, at which the same are to be laid before the members, 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 or is not entitled to have notices of general meetings of the Company sent to him, and to all persons other than such member or trustees being persons so entitled.
174. The Auditors, whether statutory, branch or internal, shall be appointed and their rights and duties shall be regulated in accordance with the provisions of the Act and the Rules made thereunder.

DOCUMENTS AND NOTICES

175. (a) A document or notice may be served or given by the Company on any member either personally or by sending it, by post or by such other means such as fax, e-mail, if permitted under the Act, to him at 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.
- (b) 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, wherever required, and posting a letter containing the document or notice, provided that where a member has intimated to the Company, in advance, that documents or notices should be sent to him under a certificate of posting or by registered post, with or without the 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 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.
176. A document or notice, whether in brief or otherwise, advertised, if thought fit by the Board, in a newspaper circulating in the neighborhood 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.
177. A document or notice may be served or given by the Company on or to the joint holders of a Share by serving or giving the document or notice on or to the joint holder named first in the Register of Members in respect of the Share.
178. A document or notice may be served or given by the Company on or to the person entitled to a Share, including the person nominated in the manner prescribed hereinabove, in consequence of the death or insolvency of a member by sending it through the post as a prepaid letter addressed to them by name or by the title or representatives of the deceased, or assigned 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.



179. Documents or notices of every general meeting shall be served or given in some manner hereinafter authorised on or to (a) every member, (b) every person entitled to a Share in consequence of the death or insolvency of member, (c) the Auditor or Auditors of the Company, and (d) the directors of the Company.
180. Every person who, by operation of law, transfer or by 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 duly served on or given to the person from whom he derives his title to such Shares.
181. 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 for such purpose and the signature thereto may be written, printed or lithographed.
182. All documents or notices to be served or given by members on or to the Company or any Officer thereof 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, or by such other means such as fax, e-mail, if permitted under the Act.

VARIATION IN TERMS OF CONTRACT OR OBJECTS IN PROSPECTUS

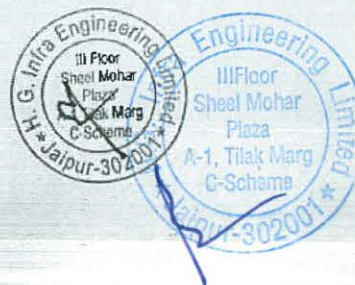
183. The Company shall not, at any time, vary the terms of a contract referred to in prospectus or objects for which the prospectus was issued, except subject to the approval of, or except subject to an authority given by the Company in general meeting by way of special resolution, and in accordance with the provisions of the Companies Act, 2013. Provided that the dissenting Shareholders, being the Shareholders who have not agreed to the proposal to vary the terms of the contracts or the objects referred to in the prospectus, shall be given an exit offer by the promoters or controlling Shareholders of the company, at the fair market value of the equity Shares as on the date of the resolution of the Board of Directors recommending such variation in the terms of the contracts or the objects referred to in the prospectus, in accordance with such terms and conditions as may be specified on this behalf by the Securities and Exchange Board of India.

WINDING UP

184. The Liquidator, on any winding up, whether voluntary or 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 such trusts for the benefit of the contributories, as the liquidators, with the like sanction, shall think fit.

INDEMNITY AND RESPONSIBILITY

185. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.



SECRECY

186. (a) 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 by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with the 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 contained in these presents or the Memorandum of Association of the Company.
- (b) No member shall be entitled to visit or inspect any works of the Company, without the permission of the Directors, or to require discovery of or any information respecting any details of the Company's trading or business or any matter which is or may be in the nature of a trade secret, mystery of trade, secret or patented process or any other matter, which may relate to the conduct of the business of the Company and, which in the opinion of the Directors, it would be inexpedient in the interests of the Company to disclose.



Sl. No.	Signature, Name, Description, Address and Occupation of the Subscribers	Signature, Name, Address, Description and Occupation of Witness
1.	Sd/- (होदल सिंह) S/o गिरिराज सिंह 14, पंचवटी कालोनी, रातनाडा, जोधपुर व्यापार	I witness signatures of all the subscribers
2.	Sd/- (GIRISHPAL SINGH CHOUDHARY) S/o Hodal Singh Choudhary 14, Panchwati Colony, Ratanada, JODHPUR Business	
3.	Sd/- (VIJENDRA SINGH) S/o Hodal Singh Choudhary 14, Panchwati Colony, Ratanada, JODHPUR Business	
4.	Sd/- (HARENDRA SINGH CHOUDHARY) S/o Hodal Singh Choudhary 14, Panchwati Colony, Ratanada, JODHPUR Business	
5.	Sd/- (भगवान सिंह) पुत्र गिरिराज सिंह 14, पंचवटी कालोनी, रातनाडा, जोधपुर व्यापार	
6.	Sd/- (POKHPAL SINGH) S/o Giriraj Singh 14, Panchwati Colony, Ratanada, JODHPUR Business	
7.	Sd/- (RAJENDRA SINGH) S/o Pokhpal Singh 14, Panchwati Colony, Ratanada, JODHPUR Business	

Dated the 17th day of January, 2003.

Place : Jaipur.



OFFICE OF THE CHIEF ENGINEER, P.W.D., RAJASTHAN, JAIPUR

No.F-3-15(C)AA-884/Sec.3/D- 654

Dated:- 18/08/2017

CONTRACTOR ENLISTMENT ORDER

In accordance to the Govt. of Rajasthan enlistment rules F.2)3)FD/Exp.III/97 Part dated 24.5.99 & F.2(4)FD/Exp.III/99 dated 23.3.2001 the following firm/Company is hereby enlisted as under:-

1.	Name of Contractor/Firm	:	H.G. Infra Engineering Limited
2.	i) Full Address	:	14, Panchwati Colony, Ratanada, Jodhpur-342001
	ii) E-mail- ID	:	info@hginfra.com
	iii) Phone Nos.	:	-
	Land Line	:	0141-4106040, 0291-2000307
	Mobile	:	-
3.	Enlistment Code	:	AA-884/CE/PWD/Civil/2017-2018
4.	Class of Enlistment	:	AA Class for Civil works
5.	Status of Enlistment	:	Permanent
6.	i) Status of Firm	:	Limited Company
	ii) Name of Partners/ Directors/ Proprietor	:	Sh. Harendra Singh, Sh. Girish Pal Singh, Sh. Vijendra Singh, Sh. Ashok Kumar Thakur, Smt. Pooja Hemant Goyal
	iii) Name of person holding the Power of Attorney	:	-
7.	Extent up to which qualified to tender	:	AA Class- Upto Any Amount
8.	i) Name of Technical Personnel	:	Sh. Rajesh Kumar Gupta
	ii) Qualification	:	B.E. (C)
	iii) Mobile No.	:	+91-9772205764
9.	Security Deposit	:	FDR Rs. 4.00 lacs, HDFC Bank, Subhash Marg, Jaipur
10.	Ref. of previous enlistment Class/Status/Code	:	No: F-3-15(C)AA-139/Sec.3/D-101 Dated: 17-01-2004 (In the name of H.G. Infra Engineering Pvt. Ltd. Jodhpur)
11.	Sales Tax Clearance Certificate	:	Shall be produced every year by the end of September month.

Note:-

- The Contractor/Firm shall follow the provisions laid down under "Rules for Enlistment of Contractor in PWD" (Appendix XVI rules 334 of PWF&AR) and modified time to time.
- As per Appendix XVI Rule 334 of PWF&AR Rule 1.22 the firm will not enter into any fresh partnership without prior intimation to Chief Engineer & Adll. Secretary PWD, Rajasthan, Jaipur
- As per Appendix XVI Rule 334 of PWF&AR Rule 1.23 the contractor will also inform the Chief Engineer & Adll. Secretary PWD, Rajasthan, Jaipur within one month regarding any change of the facts given at the time of enlistment.
- This bears the approval of the CE & AS, PWD, Rajasthan, Jaipur.
- The new registration of company has been done due to change in the name & style. The old registration of H.G. Infra Engineering Pvt. Ltd. stands cancelled. Experience of H.G. Infra Engineering Pvt. Ltd. will be considered as of H.G. Infra Engineering Ltd for their qualification purpose.
- All liabilities including DLP works of H.G. Infra Engineering Pvt. Ltd shall be borne by new company i.e H.G. Infra Engineering Ltd.
- H.G. Infra Engineering Ltd. will be responsible for all liabilities including DLP works and to deposit any dues/recoveries of H.G. Infra Engineering Pvt. Ltd. as all the liabilities and assets of old company have been taken over by the new company.
- H.G. Infra Engineering Ltd. Will be liable to complete all the ongoing and newly allotted works of H.G. Infra Engineering Pvt. Ltd and H.G. Infra Engineering Ltd will receive all the payments (Running/Final) related to the works.



134





(Amended)

Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number :08AABCH2668B1ZU

1.	Legal Name	H.G. INFRA ENGINEERING LIMITED			
2.	Trade Name, if any	H. G. INFRA ENGINEERING LIMITED			
3.	Constitution of Business	Public Limited Company			
4.	Address of Principal Place of Business	14, Panchwati Colony, Ratanada, Jodhpur, Rajasthan, 342011			
5.	Date of Liability	01/07/2017			
6.	Date of Validity	From	20/09/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
Signature					
Name					
Designation					
Office					
Date of issue of Certificate		24/10/2017			
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.					

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of the application for registration



135

