



తెలంగాణ తేలంగానా TELANGANA

AM 524823

SL.No. 668 DATE 19-04-2022

SOLD TO Ellandula Chiranjeevi S/E  
FOR WHOM RKI Builders Lingaiah

V. Yamuna

V. YAMUNA

LICENSED STAMP VENDOR

Lic.No: 15-08-005/2013, RL.No: 15-08-025/2022

H.No: 2-10-6/51, Rukmini Endave,

Bollarum, Alwal (Mdl), Medchal-Malkajgiri Dist.

Cell: 9849039638, 7893287010.

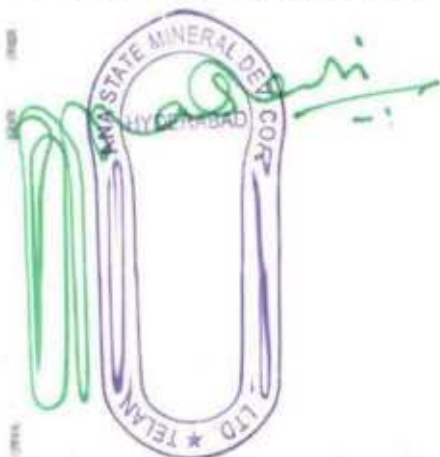
AGREEMENT

( Ref. No.Contract Agreement No-TSMDC/Kadambapur  
(V)/Sulathanabad (M)/Peddapalli Dist.,/Sand/Legal/2022 )

This Agreement made and entered into on this day of 21<sup>st</sup> April, 2022 between Telangana State Mineral Development Corporation Limited, a Company Registered under Companies Act, 2013 and having its Registered Office at Rear Block, 3<sup>rd</sup> Floor, HMWSSB Premises, Khairtabad, Hyderabad - 500 004, represented by its General Manager ( S&M ) Smt. B.V.Prashanti, hereinafter referred to as " TSMDC " and authorized vide TSMDC-SM/DSLT/05/2022-SM, note file No.1 to 4 n.f. ( which expression shall, unless excluded or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns ).

AND

M/s. RKI Builders Pvt Ltd, a Company Registered under Companies Act, 1956 dealing with Mining business and having its place of business at IV Floor, 8-2-269/W/7, BKLR House, Road No.2, Women's Society, Adj.



For RKI BUILDERS PVT. LTD.

A. R. R. 2

Managing Director



OFFICE OF THE  
DISTRICT REGISTRAR  
21 OCT 2021  
MEDCHAL-MALKAJGIRI DIST.

FOR RKT BUILDERS PVT. LTD.

Managing Director



Sagar Society, Banjara Hills, Hyderabad-500034 in the State of Telangana, represented by its Director A. Rajendra Prasad, hereinafter referred to as “ **CONTRACTOR** ” ( which expression shall, unless excluded or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns ).

WHEREAS, TSMDC has accepted the tender submitted by the CONTRACTOR, who quoted Rs. **116.26** per CBM of sand and who emerged as successful Bidder as per the lots drawn out of **Nineteen ( 19 )** bidders quoted the same rate for excavation of **5,73,200** CBM from Kadambapur Sand reach from Submergence and upstream of check dam in Manair River at Kadambapur Village, Sulathanabad Mandal, Peddapalli District and transport the same quantity of sand to nearby Stockyard ( Bidder has to identify Stock yard near to motorable road ) and again loading of sand into the Lorries at Stockyard at Kadambapur Village, Sulthanabad Mandal, Peddapalli District. TSMDC issued the letter of intent to Contractor vide Lr. No. TSMDC/GM(S&M)/EXC/ Peddi/ Kadambapur/2022/1107, dt. 14.02.2022, for execution of Agreement for excavation of sand from Submergence and upstream of Check dam in Manair River at Kadambapur Village, Sulathanabad Mandal, Peddapalli District and transport the same quantity of sand to nearby Stockyard ( Bidder has to identify Stock yard near to motorable road ) and again loading of the same sand into the Lorries at Stockyard at Manair River project at Kadambapur Village, Sulathanabad Mandal, Peddapalli District of Telangana State for a period of **Eighteen ( 18 )** months from the date of agreement of this contract.

**AND**

WHEREAS in terms of the Tender Document, the Contractor submitted Demand Draft bearing No.504946 dt. 27.01.2022 for Rs.888460/- drawn on ICICI Bank, Hyderabad Branch, Telangana



For RKI BUILDERS PVT. LTD.

A. R. Prasad  
Managing Director

State in favor of Telangana State Mineral Development Corporation Limited towards Earnest Money Deposit.

**AND**

WHEREAS as per the Tender conditions, the Contractor is required to remit 15% of the Bided amount i.e., Rs. 99,96,035/- (quoted rate of Rs.116.26 X quantity of 5,73,200 CBM = 6,66,40,232/- X 15% = Rs.99,96,035/-) towards the Performance Security Deposit after deduction of EMD amount of Rs. 8,88,640/- the balance Performance Security Deposit (PSD) Rs. 91,07,395/- and an Additional Performance Security Deposit of Rs.88,78,868/- (5,73,200[ Estimated Quantity ] X Rs.131.75/- – Rs.116.26/- [ Price quoted by the Contractor ] ). Accordingly, the Contractor submitted Bank Guarantee Documents is issued by ICICI Bank, Hyderabad Branch, bearing the Bank Guarantee No. **0438NDDG00000223** Dt. 18.04.2022 for Rs.91,07,395/- ( Rupees Ninety One Lakhs Seven Thousand and Three Hundred and Ninety Five only ) towards the Performance Security Deposit and bearing the Bank Guarantee No. **0438NDDG00000323** DT. 18.04.2022 for Rs.88,78,868/- ( Rupees Eighty Eight Lakhs Seventy Eight Thousand Eight Hundred and Sixty Eight only ). Performance and Additional Performance Security Deposit covering the Bank Guarantee period is from 18.04.2022 to 17.04.2024 (2 years) as mentioned above. The bidder is not eligible to claim any interest on EMD.

**NOW THIS AGREEMENT WITNESS AS FOLLOWS :**

1. The words and expressions mentioned in the agreement shall have the same meaning as are respectively assigned to them in the conditions of contract / tender document.
2. The following documents issued for the above work shall be deemed to form part and parcel of this agreement and the same may be read and construed as part of this agreement viz.



**For RKI BUILDERS PVT. LTD.**

*A.R.M.*  
Managing Director



- a) Conditions of Contract,
- b) Contractor's Bid,
- c) Priced bill of Quantities,
- d) Letter of Intent or work order,
- e) Agreement,

All terms & conditions, all clauses of tender document and all other conditions as mentioned in the above documents have been agreed to by the parties and the same are binding on both the parties.

3. Conditions of contract:

**i) Scope of the Work:** The Contractor shall excavate sand 5,73,200 CBM from Kadambapur Sand Reach from Check Dam across the Manair River at Kadambapur Village of Sulathanabad Mandal, Peddapalli District and transport the same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard at Kadambapur Village of Sulathanabad Mandal, Peddapalli District. The contractor shall extract the sand within the assigned Geo-coordinates as specified in the tender document. The Contractor shall not encroach upon in adjacent areas other than assigned areas. If specified geo-coordinates are violated by the contractor / bidder his agreement will be cancelled without any notice, and the penalty will be levied as deemed fit by the TSMDC.

**ii) Bill of Quantities:** The contractor shall submit Bill of quantities which shall contain the quantum of sand excavated by him and multiplied by the bid amount which is inclusive of all taxes. The Contractor is paid for the quantity of the work done at the rate specified in the Bill of Quantities for each item, and the payment shall be paid to him after



For RKI BUILDERS PVT. LTD.

*A.R.M.*  
Managing Director

sale of sand excavated by him after verification of online quantity sold by the TSMDC.

**iii) Payments:** The TSMDC shall release payment to the Raising Contractor once in a month for the work completed during the previous month by 15<sup>th</sup> day of succeeding month through Account Payee Cheque / RTGS only. The amount payable to the Contractor shall be as per rates quoted by him / them and shall be finalized by TSMDC, based on transit pass ( in CBM ), which shall be issued at Stockyard on sand dispatches made by TSMDC. Payments shall be adjusted for deductions for advance payments, retention other recoveries in terms of contract & taxes ( i.e., Service Tax, Income Tax and all related to sand mining) to be deducted at source [ TDS ] as per applicable law. The TSMDC shall pay the Contractor the amounts certified by the Project Officer concerned TSMDC SSMS. Items of the Works for which no rate or price has been entered in, shall not be paid by the TSMDC and shall be deemed to have been covered by other rates and prices in the Contract.

The Contractor is liable to pay all the taxes at the existing rates and also the taxes levied by Central / State Government from time to time (i.e., Service Tax, Income Tax and all related to sand mining).

**iv) Period of Contract:** This Contract is valid for a period of **Eighteen (18)** months from the date of this Agreement.

**v) Safety, Sanitary and Medical Requirements**

- a. The contractor and his / their employees shall promptly comply with the safety, sanitary and medical requirements as stated therein prescribed by law, or as may, from time to time be prescribed by the Project Officer



**For RKI BUILDERS PVT. LTD.**

*[Signature]*  
Managing Director

to the need that proper work shall be done and that the safety and health of the employees and of the local communicates may be safeguarded by the Contractor. In case such regulations and orders are not observed by the contractor, they may be enforced by the VC&MD / Project Officer at the contractor's expenses the same may be recovered from his payable amount by TSMDC.

- b. The contractor shall issue Identity Card / Gate Passes to all his / their employees (having their photographs). Further, the drivers, once deployed on Heavy Earth Moving Machinery will not be changed without prior permission. Only those drivers shall be allowed who have valid driving license.
- c. The contractor shall be responsible for imparting required Vocational Training and the contractor shall be responsible for the safety of his / their employees in all phases of work and shall provide and enforce the use of such safeguards, safety boots, shine guards, gloves, respirator, safety belts, helmets, goggles and other safety devices as may be required by the regulations for the time being in force. The contractor shall promptly report serious accidents to any of his / their employees to the VC&MD / Project Officer and shall make himself arrangements to render all possible assistance to such employees.
- d. All portions of the work shall be maintained in a neat, clean and sanitary condition at all times. Toilet facilities shall be provided by the contractor for use of employees on the work.



For RKI BUILDERS PVT. LTD.  
  
 Managing Director



- e. First Aid facilities and supplies as required by the Regulations for the time being in force shall be kept at the workplace.
- f. All Equipments deployed for the work should have first aid, safety belts, proper lighting front and audio-visual alarm. In addition, reversing of heavy earth moving machinery equipments must be done with one man for signaling. Further, their fitness shall be checked periodically and if found defective, they will be withdrawn immediately. All employees deployed for operation and maintenance of heavy earth moving machinery and other machinery shall be trained as required under Motor Vehicle Transport Rules and shall possess necessary licenses.
- g. The contractor shall provide staff at his own expense for protecting the property from any loss or damage from whatever causes, until the completion and acceptance of the work. Should any damage occur, the contractor shall repair the same at his own expense to the satisfaction of the TSMDC. The contractor shall be responsible for such policies of his own material, storage areas, store house, equipment yard etc., as may be required. The TSMDC shall not accept responsibility for protection of the contractor's equipments, tools and materials.
- h. The contractor shall provide required CCTV Cameras including entry, exit, loading point, weighment area, to cover total stockyard area with three (3) months backup and one (1) year external hard disk backup. The CCTV surveillance hard disk shall be handed over to TSMDC every month. The contractor shall provide fencing with barricades at stockyard.



For RKI BUILDERS PVT. LTD.  
  
 Managing Director



- i. The contractor shall provide Minimum facilities of safe drinking water, Rest area with shade, to the personnel and transporters.

**vii) Possession of Excavators & Other Equipment:**

The Contractor should have under their possession through ownership or lease, a minimum of following equipment throughout the Contract period :

Hydraulic Excavators (bucket capacity of 0.9 CBM and above	4 Nos.
Mobile Water Sprinklers/tankers	4 Nos.
Tractors or Trippers	20 Nos or 10 Nos

The equipments once deployed for the work shall not be withdrawn without prior permission from concerned Project Officer of TSMDC. The trippers shall have RFID tags which transport sand from excavation point to stockyard.

**viii) Permits / Approvals :**

The Contractor shall obtain all necessary licences, permits, approvals, etc., before the commencement of work as required under Telangana State Sand Mining Rules, 2015, for the execution of the work and of anything required to be done to execute the work.

**ix) Laying of Roads :**

It is the sole responsibility of the Contractor to lay / form required road from stockyard to nearby connectivity road for plying of Lorries / Vehicles, any incidental expenditure incurred and involved thereon for laying & maintenance of roads shall be borne by the Contractor alone.



For RKI BUILDERS PVT. LTD.  
A. R. M.  
Managing Director

**x) Stockyard :**

The Contractor shall identify the Stockyard within 1 KM from the Submergence area. TSMDC shall obtain the Mineral Dealer License ( MDL ) and pay the lease rental amount to the concerned Pattadar not exceeding permissible amount per acre per annum for the Stockyard as identified by the Contractor.

**xi) Changes in Work**

- a. The quantities set out by the TSMDC in the schedule of excavation and forming part of the contract are the quantities of sand to be excavated by the contractor in fulfillment of his obligations under the contract.
- b. The TSMDC may, without invalidating the contract and without notice to the contractor's sureties, if any, require the contractor to perform extra items of quantities of work not included in the schedule of quantities and rates, make changes within the general scope of the work covered by the contract or otherwise vary the work. The contractor shall perform such extra items or quantities of work or comply with such changes and variations in the manner and to the extent specified in written orders approved by TSMDC and issued by the VC & MD.
- c. Any extra quantity of work ordered by TSMDC and executed by the contractor for which rates have been provided for in the schedule of quantities and rates and which is performed by the contractor in terms of a change as referred to in sub-clause (12.5) hereof, the contractor within seven (7) days of receipt of such order shall submit his rate to the VC&MD prior to commencement of such item of work for consideration and sanction by TSMDC. If



**For RKI BUILDERS PVT. LTD.**

*[Signature]*  
Managing Director



the contractor shall commence such item of work or incur any expenditure in connection therewith before the rate therefore shall have been determined as herein before mentioned the contractor shall be entitled to be paid in respect of the work carried out or the expenditure incurred by him prior to the date of determination of the rate as aforesaid only on the basis of such rate as may be fixed by TSMDC. If the nature or amount of any change or variation shall be such that in the opinion of the VC&MD the rate of any item in the schedule of quantities and rates is rendered unreasonable or inapplicable, the VC&MD shall fix such other rate as he may be in the circumstances, consider reasonable and the contractor shall have no claim for any compensation on account of any profit or advantage that might have occurred to him from execution of the work in full and / or without change or variation as aforesaid.

- d. The contractor strictly prohibited from over loading sand against the loading capacity of the vehicle. Any vehicle found with over loading ( 20 ) times penalty will levied on the contractor on the sand cost, which was overloaded. If second time any lorry found with over loading the agreement shall be cancelled without any notice.
- e. All Malpractices are prohibited in the sand reach / stockyard any Malpractices noticed in the stockyard leads to imposition of penalty at the discretion of TSMDC, and cancelation of agreement with contractor.
- f. The contractor invariably dispatch daily 2,500 CBM and excavate 3,000 CBM per day.

**xiii) Escalation Clause :** No price escalation



For RKI BUILDERS PVT. LTD.  
  
 Managing Director

**xiii) Force majeure :**

- a. The term Force majeure shall mean, acts of God, War, Civil riots, Fire, Floods, Earthquake, Hurricane, Lockouts, Strikes ( not related to the Contractor and its employees ) Civil War, Compliance with any statute, directions issued by any Governmental Authorities or regulation of the Government directly affecting this contract.
- b. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within a week of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his claim.
- c. In case the Force majeure event continues for more than 30 (thirty) days, the Parties will mutually discuss and decide the future course of action.
- d. No Party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this agreement to the extent such failure has been caused or contributed to by one or more events of Force majeure.
- e. Where such impossibility of performance is partial, the said Party shall not be relieved of the performance of that part which is not so rendered impossible.

**xiv) Failure and Termination**

- a. The performance of the Contractor as regards the achievement of the targeted quantity of sand mining will be closely monitored. TSMDC reserves the right to forfeit the Performance Security Deposit in case of excavation is



For RKI BUILDERS PVT. LTD.

A 202  
Managing Director



less than the half of the target ( < 50% ) quantities of respective month and the agreement is liable to termination without any further notice.

- b. The TSMDC reserves the right to set off all the losses incurred by it against the Security Deposit and running bills, if necessary.
- c. The TSMDC reserves the right to suspend / interrupt / terminate the work at any time due to labour unrest and / or due to unforeseen circumstances when operations are compelled to be stopped and in such cases the contractor will be paid no compensation or damages or idle charges by TSMDC.
- d. The TSMDC authorities shall have the right to terminate the contract on account of any violation of the terms and conditions, breach of terms of the contract and in such event, the contractor shall be responsible for all damages, which accrue due to such termination.
- e. The TSMDC reserves the right to terminate the contract by giving ( 01 ) one month notice in writing in the event of any change in the policy in respect of sand mining project from Kadambapur Sand reach from Check dam across the Manair River at Kadambapur Village of Sulathanabad Madal Peddapalli District and transport the same quantity of sand to nearby Stockyard ( Bidder has to identify Stock yard near to motorable road ) and again loading of sand into the Lorries at Stockyard at Kadambapur Village of Sulathanabad Mandal Peddapalli District and / or directions issued by the Government and in which case the Contractor shall not be entitled to claim any compensation or damages from TSMDC.



For RKI BUILDERS PVT. LTD.

A. E. M.  
Managing Director


**xv) ASSIGNMENT AND SUBLETTING:** The assignment and subletting of the contract is not permissible.

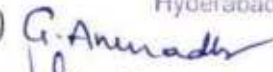

**xvi) RESOLUTION OF THE DISPUTES :** All the quarries, disputes, differences arising under, out of or in connection with the Contract shall be subject to exclusive jurisdiction of the High Court within the local / limits of Hyderabad, Telangana State where this Contract is entered into.

In witness whereof, the parties hereto have signed and executed this Agreement on the day month and year first above written.

for and on behalf of  
TSMDC

for and on behalf of  
M/s. RKI Builders Pvt Ltd.,

  
General Manager (CLA) *Manager (S&M)*  
Telangana State Mineral Development Corporation Ltd.  
Witnesses # 6-2-913, HMWSSB Premises  
Rear Block, 3rd Floor, Khairatabad,  
Hyderabad - 500 004, Telangana

- 1) 
- 2) 

Director  
For RKI BUILDERS PVT. LTD.

  
Managing Director



INCORPORATED  
UNDER THE COMPANIES ACT, 1956  
(1 OF 1956)  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF

**RKI BUILDERS PRIVATE LIMITED**

- I. The Name of the Company is **RKI BUILDERS PRIVATE LIMITED**
- II. The Registered Office of the Company will be situated in the State of Andhra Pradesh.
- III. The objects for which the Company is established are :-
  - A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE :-
    1. To purchase, acquire, sell, take on lease or in exchange or in any other lawful manner any area, land, building, structures, and to turn the same into account, develop the same and dispose of or maintain the same and to build townships, markets, or other buildings, residential and commercial or conveniences thereon and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, electric transforms, electric sub stations, telephone, television installation and to deal with the same in any manner whatsoever, and by, advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
    2. To construct, erect, build, repair, remodel, demolish, develop, improve, grades, curve, pave, cement and maintain buildings, structures, houses, apartments, hospitals, schools, places of worship, highways, roads, paths, streets, sideways, courts, alleys, pavements and to do other similar construction, levelling or paving work and for these purposes to purchase, take on lease, or otherwise acquire and hold any lands and prepare lay-out thereon or building of any tenure or description wherever situated, or right or interest therein or connected therewith.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE ABOVE MAIN OBJECTS ARE :

1. To acquire immovable property for the purpose of the business of the company.
2. To purchase, take on lease, or in exchange hire or otherwise acquire any movable or immovable property and any rights, or privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being and to erect, establish, maintain, improve and work any buildings, offices, presses, houses sheds, roads, mountain transport, services, dams, sluices, water courses and other works.
3. To pay for any immovable or movable property or Assets or any kind acquired or to be acquired by the Company or for any services rendered or to be rendered to the Company and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares whether fully or partly paid-up, debenture or debentures stock or obligations of the company, or partly in one way and partly in another, or otherwise, however, with power to issue any shares either as fully paid or partly paid up for such purpose.
4. To purchase or by any other means acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patent rights, trade marks, designs, brevets'd invention, licences protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and manufacture under or grant licences or privileges in respect of the same and to spend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
5. To sell or in any other manner deal with or dispose of the undertaking or property of the Company, or another part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures and other securities of any other Company.
6. To enter into such arrangements as the Company may think proper with any Public Authority for building chawls and tenements on the property of the Company or on the properties of others and to let the same either to the employees of the Company or to others and upon such terms as the company may think proper.
7. To remunerate (by cash or otherwise or by other Assets or by allotment of full or partly paid shares or shares credited as fully or partly paid up or in any other manner) any persons, firms, associations or companies for services rendered or to be rendered in rendering technical aid and advice, granting licences or permissions for the use of patents, trade secrets, trade marks, processes and in acting as trustees for debenture holders or debenture stock-holders of the Company or for subscribing or agreeing to subscribe subscriptions whether absolutely or conditionally or for procuring or agreeing to procure subscriptions whether absolutely or conditionally or for any shares, debentures, debenture-stock, or other securities of the Company or of any Company promoted by this Company or for services rendered in or about the formation or promotion of the Company or any Company promoted by this Company or in introducing any property or business to the Company or in or about the conduct of the business of this Company or for guaranteeing payment of such debenture-stock or other securities and any interest thereon.
8. To ensure with any person or company against losses, damages, risk and liabilities of any kind which may affect the Company either wholly or partially, and if thought fit, to effect any such insurance by joining or becoming members of any mutual insurance, protection or indemnity association, federation or society, and to accept any such insurance, on any part thereof, for the account of the Company.
9. Subject to section 58A of the Companies Act and rules and regulations made there under and the direction of the Reserve Bank of India, to borrow or raise money, or receive money on deposit by itself or jointly with others at interest or otherwise in such manner as the Company may think fit, within the permissible limit and without doing any banking business as defined in the Banking



Regulation Act, 1949 and in particular by the issue of debentures perpetual or otherwise including debentures convertible into shares, of this or any other company or perpetual annuities, and on security of any such money so borrowed, raised or received to mortgage, pledge, or charge the whole or any part of the property. Assets or revenue of the company, present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale of the property except uncalled capital and other powers as may seem expedient and to purchase, redeem or pay of any such securities.

10. To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bill of lading, warrants, debentures and other negotiable or transferable instruments.
11. To accumulate funds and to lend, invest or otherwise employ moneys belonging or entrusted to the Company upon securities and shares, or without security upon such terms as may be thought proper and from time to time to vary such transactions in such manner as the Company may think fit but not to do the business of Banking within the meaning of the Banking Regulation Act, 1949.
12. To guarantee the payment of the money and the performance of contracts or engagements entered into any company or person and to secure the payment of the money and the performance of any contracts or engagements entered into by this or any other company or persons and to discharge any debt or other obligation of or binding upon this or any other company or person by mortgage or charge upon all or any part of the undertaking property and rights of the Company (either present or future or both) including its uncalled capital or by the creation or issue of debenture, debenture-stock or other securities or by any other means.
13. To make pecuniary grants by way of donation contribution, subscription, pension allowance or gratuity and to render assistance otherwise to or for the benefit of persons who are or have been employed by the Company or its predecessors and the widows, orphans and dependents of any of such persons, to or in aid of charitable, benevolent, religious, scientific, national, international and public institutions, objects or purposes or to any individual or body, to associations or organisations or funds for the defence, protection, indemnification or advantage of companies or others, for any exhibition and for the promotion of or to opposition any Bill in Parliament or State Legislature or any like purpose.
14. To undertake any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
15. To undertake in any place or places in the world any trade or business, whether manufacturing or otherwise, subsidiary or auxiliary to, or which can be conveniently carried on in connection with any of the Company's objects; and to establish and maintain any agencies in any part of the World for the conduct of the business of the Company, or for the sale of any materials or things for the time being at the disposal of the Company for sale; and to advertise and adopt means of making known all or any of the manufacture, products or goods of the Company, of any articles, or goods traded or dealt in by the Company in any way that may be thought advisable, including the posting of the Bills in relation thereto, and the issue of circulars, books, pamphlets and price lists, and the conducting of competitions, and the giving of prizes, rewards, and donations but not by way of lottery.
16. To be interested in promote, and undertake the formation and establish of such institutions, businesses, companies, (industrial, agricultural, trading, manufacturing or others) as may be considered to be conducive to the profit and interest of the company; and to carry on any other business (industrial, agricultural, trading, manufacturing or other) which may seem to the Company



capable of being conveniently carried on in connection with any of the objects or otherwise calculated directly or indirectly to render any of the Company's property or rights for the time being profitable; and also to acquire, promote, aid, foster, subsidise or acquire interests in any industry or undertaking in any country or countries whatsoever.

17. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any person, firm or company, carrying on any business which the company is authorised to carry on or possess property or rights suitable for any of the purposes of the Company, and to purchase, acquire, sell and deal in property, of any such person, firm or company and to conduct, make or carry into effect any arrangements, in regard to the winding up of the business of any person, firm or company, association or society.
18. To employ experts to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
19. To enter into partnership or into any agreement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation, with any corporation or company carrying on or about to carry on or engage in any business or transaction capable of being conducted to as directly or indirectly to benefit this company and to take or otherwise acquire and hold shares or stocks in or securities of, and to subsidise or otherwise assist any such Company, and to sell, hold, reissue, with or without guarantee or promote any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
20. To amalgamate with any other company or companies having objects altogether or in part similar to those of this Company.
21. To promote and form and to be interested in, and take, hold and dispose of shares in other Companies, to transfer to any such company any property of this Company, and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in or any such company, and subsidise or otherwise assist any such company.
22. To undertake and execute any trust which may be considered beneficial to the Company either directly or indirectly.
23. To apply for promote and obtain the incorporation, registration, or other recognition of the Company, state or place and to establish and regulate agencies for the purpose of the, Company's business and to apply or join in applying to any Parliament Local Government Municipal or other authority or Body, British, Colonial or foreign for any Acts of Parliament laws decrees, concessions, orders, objects or any of them and to oppose by lawful means any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interest.
24. To improve, manage work, develop, lease, mortgage, abandon or otherwise deal with all or any part of the property, rights and concessions of the Company.
25. To create any Depreciation Fund, Reserve Fund, Insurance Fund or any other Special Fund, whether for repairing, improving, extending or maintaining any of the property of the Company, or for any other purpose conducive to the interests of the Company.
26. To pay all the costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital including any underwriting or other commissions, broker's fees and charges in connection therewith, and to remunerate or make donations

to (by cash or other Assets, or by the allotment of fully or partly paid shares, or by a call or option on shares, debentures, debenture-stock or securities of this or any other company, or in any other manner, whether out of the Company's capital or profits or otherwise) any person or persons for services rendered or to be rendered in introducing any property or business to the company or in placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture-stock, or other securities of the company, or for any other reason which the Company may think proper.

27. To distribute any of the properties of the Company amongst the member in specie or kind, as permissible in law, in the event of its being wound up.
28. To provide for the welfare of Managing Directors, Directors and the employees or ex-Managing Directors, ex-Directors, ex-Employees of the Company and the wives, widows and families or the dependents or connection of such persons by building or contributing to the building of houses, dwellings or chawls, or by grants of money pensions, providing insurance, allowance bonus or other payments or by creating and from time to time subscribing or contributing to provident or other associations, institutions, funds or recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company 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, associations and objects which shall have any moral or other claim to support of and by the Company either by reason of locality of operation or of public and general utility otherwise.
29. Subject to Section 78 of the Companies Act, 1956 and the Companies (Transfer of profits to Reserves) Rules, 1975 to place to reserve or to distribute as dividends or bonus among the members, or otherwise to apply as the Company may from time to time think fit, any moneys received by way of premium on shares of debentures issued at a premium by Company, and moneys received respect of dividends accrued on forfeited shares and moneys arising from the sale by the Company of forfeited shares or from unclaimed dividends.
30. To do all or any or the above things in any part of the Union of India and of the World and as principal agents, contractors, trustees or otherwise, by or through trustees, agents, or otherwise and either alone or in conjunction with others.

#### C. THE OTHER OBJECTS OF THE COMPANY ARE :

1. To carry on business of electrical engineers, electricians, engineers, contractors, manufacturers, suppliers of and dealers in electrical and other appliances, cables, wirelines, drycells, accumulators, lamps and works and to generate, accumulate, distribute and supply electricity for the purpose of light, heat, motive power and for all other purposes for which electrical energy can be employed and to manufacture, and deal in all apparatus and things required for or capable of being in connection with the generation, distribution, supply, accumulation and employment of electricity.
2. To carry on the business in the areas of Internet, Intranet, E-commerce, designing and maintenance of Web pages and sites, Software services, Multimedia, Virtual reality, Web and other related technologies and to build, develop and run portals, Vortals as business models and to carry on business of manufacturers, processors, designers, programmers, buyers, sellers, suppliers, traders, merchants, importers, exporters, indentures, brokers, agents, assemblers, packers, stockists, distributors, and dealers of and in all kinds of computers, accessories, spares, equipment, machinery, software, hardware and the like.
3. To design, develop, carry out, research in, buy, sell, import, export, maintain, repair, alter, convert, distribute, market, hire, lease and otherwise deal in all kinds of equipment, computers, computer peripherals, apparatus, instruments, implements, rolling stock, machinery, plant, devices, appliances whether electrical, electronic or mechanical or otherwise and any devices, appliances, apparatus, equipment, plant, machinery, consumables, stationery, material, systems, software, programmes, designs or other substance or thing used as accessory to or in relation to or in connection with the foregoing.

4. To carry on the business of imparting training to individuals and personnel of firm, company or Government bodies for using and maintaining the equipment being traded, leased or hired out by the Company.
  5. To carry on in India or elsewhere the business to publish, print, produce, promote, organise, manage, acquire, run, maintain, amalgamate, establish, commercialise, control, circulate, develop, sponsor, import, export, equip, jobwork, market, operate, own purchase, sell protect, the business related to printing of business forms, computer stationery, security printing, carbonless products, main line barcodes, mailers, barcodes, barcode products, flexographic printing and all types of printing activities and printing of newspapers, periodicals, magazines, pamphlets, journals, special bulletins, souvenir, newsletters, or other allied publications and printing any subject whatsoever and to do all types of electronic media.
- IV. The liability of the members of the company is limited.
- V. The Authorised Share Capital of the Company is Rs. 2,00,00,000 (Rupees two crore Only ) divided into 20,00,000(Twenty Lacs only) Equity shares of Rs. 10/- ( Rupees ten Only) each to be increased or reduced in accordance with the relevant provisions of the Companies Act, 1956.

The Share Capital of the Company (whether original, increased or reduced) may be sub-divided consolidated or divided into such classes of shares as may be allowed under the law for the time being relating to companies with such privilege or rights as may be attached and to held upon such terms as may be prescribed by the regulations of association of the Company



VI. We, the several persons, whose names and addresses are subscribed below, 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.

S.No	Name, address, Description, occupation and Signature of the subscribers.	No. of Equity shares taken by each subscriber.	Name, Address, Designation, Occupation, and Signature of the Witness.
1.	Sd/- A.RAJENDRA PRASAD S/O Guruvaiah B-304, Keshav Dale Anandnagar Colony Khairathabad Hyderabad Occ: Business	5000 (Five thousands only)	Sd/- V.VASUDEVA REDDY S/O Hanuma Reddy 2-2-1123/1, New Nallakunata Hyderabad-44 Occ: Chartered Accountant M.No: 209546
2.	Sd/- T.SATISH KUMAR S/O Narsimha Rao 1-9-1114, Drapvi Resident Vidyanagar, Hyderabad Occ: Business	2500 (Two thousands five hundred only)	
3.	Sd/- K.SRIDHAR REDDY S/O Pitchi Reddy Flat no: 502, Siddhartha Palace New Nallakunta Hyderabad Occ: Business	2500 (Two thousands five hundred only)	
	Total	10000	

Date:08/04/2003

Place: Hyderabad

INCORPORATED  
UNDER THE COMPANIES ACT, 1956  
(1 OF 1956)  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
RKI BUILDERS PRIVATE LIMITED  
PRELIMINARY

1. Subject to as hereinafter provided the regulations contained in Table A in the First Schedule to the Companies Act, 1956 (hereinafter called the said Act) shall apply to this company. All references herein contained to any specified Regulations of Table A shall be inclusive of the first and the last Regulation referred to above and in case of any conflict between the provisions herein contained and Incorporated Regulations of Table A the provisions contained herein shall prevail.

PRIVATE COMPANY

2. The Company is a Private Company within the meaning of Section 3(1) (iii) of the Companies Act, 1956 and accordingly (a) the right to transfer its shares is restricted (b) the number of its members shall be limited to fifty not including persons who are in the employment of the company and of persons who having been formerly in the employment of the company were members of the company while in such employment and have continued to be members after the employment ceased, provided that where two or more persons hold one or more shares in the company jointly they shall, for the purpose of this definition, be treated as a single Member, and (c) any invitation to the public to subscribe for any shares in or debentures of the company is hereby prohibited. (d) Prohibits any invitation or acceptance of deposits from the persons other than its members, directors or their relatives.

SHARE CAPITAL

3. The Authorised Share Capital of the Company is Rs. 2,00,00,000 (Rupees two crore Only ) divided into 20,00,000( Twenty Lacs only) Equity shares of Rs. 10/- ( Rupees ten Only) each to be increased or reduced in accordance with the relevant provisions of the Companies Act, 1956
4. The shares shall be under the control of the Directors who allot and issue the same to such persons on such terms and conditions and at such time as the Directors think fit.
5. The Company shall be entitled for register any shares in the name of any minor person represented by lawful guardian, if fully paid, and allow the dividend there to be collected on shares to transferred by the guardian as such minor share holder as the company deem fit, subject to the provisions of law relating to contracts.
6. The Company in General Meeting may alter the conditions of its Memorandum pursuant to Section 94 of the said Act.

7. Save as herein otherwise provided the Company shall be entitled to treat the registered holders of any shares as the absolute owner thereof and accordingly shall not, except as ordered by a Court of Competent jurisdiction or as required by Status bound to recognise any equitable other claim to or interest in such share on the part of any other person.
8. Wherever in the said Act it has been provided that the company shall have any right privilege or authority or that the company could carry out any transaction only if the company if so authorised by its Articles then and in that case the Regulation hereby authorises and empowers the Company to have such right, privilege or authority and to carry out such transactions as have submitted by the Act without there being any specific regulation in that behalf herein provided an illustration of such rights, privileges, authorities and transaction the following are set out subject to the requirements of the said section.

Section 77A to purchase its own shares.

Section 80 to issue Redeemable Preference Shares

Section 92 to accept unpaid share capital although not called up.

Section 93 to pay dividend in proportion to amount paid up

Section 94 to alter the share capital of the Company

Section 100 to reduce the share capital of the Company

Section 106 to alter the rights of holder of special class of shares

Section 313 to authorising the Board to appoint Alternate Directors, etc.,

#### LIEN

9. The Company shall have first and paramount lien upon all the shares (whether fully paid or not) registered in the name of each member (whether solely or jointly with other) and upon the proceeds of sale thereof for the debts liabilities and engagements (whether presently payable or not) solely or jointly with any other person to or with Company. Whether the period for the payment, or discharge thereof shall extend to time declared in respect of such shares. The Board of Directors may at any time declared any share to be wholly or in part exempt from the provision of this clause.

#### CALLS ON SHARES

10. A call may exceed one-fourth of the nominal value of the share and be made payable at the date fixed for payment which shall not be less than one month from the last preceeding call.

#### TRANSFER AND TRANSMISSION

11. The Directors shall subject to the exception provided in Articles 12, in their absolute discretion, have power to refuse to register the transfer of any shares to any person without assigned any reason if in their opinion such transfer is undesirable to the interest of the Company and may decline to do so in case the registration of such transfer involves a contravention of Article 2 thereof.
12. Any share may be transferred at any time by a member to his or her father or mother or to any lienial descendent of such father or mother, or to his wife or her husband or children. Any share of a deceased member may be transferred to his executors or administrators, to the widow or husband or



any such relation as aforesaid of such deceased member, being distique trust, specific legatee of heirs in intestacy and shares standing in the names of the trustees of the deceased members. A share may at any time be transferred or any member of the Company.

13. No share in any circumstances be transferred to an insolvent or a person of unsound mind and no shares other than fully paid up shall be transferred to a minor.
14. The executors or administrators of deceased member (not being one of several joint holders) shall be the only person recognised by the Company as having any title to the shares registered in the name of the member and in case of the death of any one or more of the joint registered share holders the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.
15. No member shall transfer his shares to any person other than an existing member or a person approved by the Board of Directors.

#### GENERAL MEETING

16. Subject to Regulation 42 of Table 'A' two members present in person shall be a quorum.
17. In pursuance of Section 170 of the said Act, the following modifications shall apply with respect to General Meeting of the Company.
  - a) A General Meeting of the Company may be called giving seven day's notice in writing but with written consent of all the members for the time being of the Company such meetings may be called after giving a shorter notice than seven days and section 171 shall apply subject to this modification.
  - b) Section 173(2) shall not apply to the Company and accordingly where any special business is to be transacted at a General Meeting, There shall be not need to annex to the notice of the Meeting any explanatory statement.
18. As provided in Section 181 of the said Act, no member shall exercise any voting right 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 exercised any right of lien.

#### PROCEEDINGS AT GENERAL MEETING

19. The Chairman of the Board of the Directors shall preside at the Board and General Meetings. If at any meeting the Chairman is not present within fifteen minutes after the appointed time for holding such meeting the directors or members (as the case may be) present shall choose one of the directors on members as Chairman and if no Director is present or all the members or Directors present decline to take the chair then the members present shall choose one of their member as the Chairman of the meeting.
20. At General Meeting a resolution put to the vote of meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of show of hands) demanded under section 179 of the said act, and unless a poll is demanded a declaration by the Chairman that the resolution on a show of hands, has or had not been carried or has been carried either unanimously, or by a particular majority and an entry to that effect in the Minutes Book of Comany shall be conclusive of the fact without proof or the number of proportion of the votes recorded in favor of or against the resolution

On a poll being demanded every member present in person or by proxy shall have one vote for every share held by him.

#### DIRECTORS

21. Unless otherwise determined by the Company in General Meeting the number of Directors shall not be less than two and not more than eleven at any time including Debenture Directors if any and the nominated, technical special, additional or alternative Directors.

22. The First Directors of the Company shall be:

1. A.Rajendra Prasad
2. T.Satish Kumar
3. K.Sridhar Reddy

No share qualification shall be necessary for any director and shall not be liable to retire by rotation.

23. (a) Any financial institution (hereinafter called Nominating body) which gives or agrees to give any loan or other form of financial assistance to the company may if the agreement in respect of such loan or such financial assistance so stipulates nominate its representatives on the Board of Directors (hereinafter called as nominated Directors) Such Director and such representative shall cease to be Director upon repayment of such loan or expiry of the terms stipulated in the Agreement for termination of such right of nomination, such body may from time to time remove its nominees and appoint other nominees in their place.

(b) Any financial institution which gives any loan or other financial assistance to the company by way of capital participation or otherwise shall have the right to depute any of its officers to inspect the factory, accounts, or other records of the Company during working hours of the Company.

24. The directors shall have power from time to time to appoint any other person as the additional or special Directors, but to more than two, so that the total number of Directors shall not exceed at any time the maximum number prescribed in Clause 21 of these articles.
25. The directors shall have power to appoint any person or a nominee of an Institution of Additional Director pursuant to an agreement with such person or institution with whom the Company may enter an agreement for supply of technical known-how be subject to the retirement by rotation during the tenure of such agreement and such directors shall not hold office on the expiry of such agreement.
26. The Board may appoint alternate Director to act for a Director during his absence for a period of not less than 3 months from the date in which the meeting of the Board are ordinary held.

#### DEBENTURE DIRECTORS

27. If and when debentures of the Company are issued the holders thereof shall have the right to appoint and from time to time to remove and reappoint a Director or Directors in accordance with the provisions of the Trust deed securing the said debentures. The Director appoint under Article is hereon referred to as the Debenture Director and the term Debenture Director means the Director for the time being in the office under this Article.

#### DIRECTORS TO DELEGATE

28. Subject to Section 292 of the said Act, the directors from time to time and at any time may delegate to any Managing Director, whole-time Director sub-committee of Director or Attorney any of the powers authorities of discretion for the time being vested in the Director and may such appointment or delegation may be made on the such terms and subject to such conditions including power to sub delegate as the Directors may deem fit and the Directors may at any time remove any person so appointed may annual or vary such delegation but no person dealing in good faith and without notice of such amendment or variation shall be effected thereby.
29. Subject to the provisions of Section 314 of the said Act, notwithstanding ay thing in these Articles contained and notwithstanding the relation (if any) and the position with the Comany a Director is expressly allowed to work for the Company and specially to do the work of the Company upon such terms and conditions and on such remuneration as the Board of Directors shall from time to time decide.

#### DIRECTORS CAN HOLD OFFICE

30. Subject to the provision of section 314 of the said Act, a Director may hold any office or place or profit under the Company excepting that of an auditor, upon such terms as to the remuneration, tenure office, etc, as may be determined by the Board, from time to time.

#### QUORUM OF BOARD MEETING

31. Subject to the provisions of Section 287 of the said Act, the quorum for a meeting for the Board of Directors shall be not less than one third of its total strength or two which ever is higher.

#### REMUNERATION OF DIRECTORS

32. The remuneration of a Director shall be Rs. 250/- for each meeting of the Board or Committee of the Board attended by him as the Board may from time to time determine. If any Director being willing, shall be called upon to perform extra service or special exertions or efforts (which expression shall include work done by a Director, as member of any committee formed by the Directors) or to travel on Company's business the Board may remunerate him for such extra service or special exertions or efforts either by way of a daily allowance of payment of a lumpsum of money or otherwise as they think fit.

#### PROCEEDINGS OR BOARD MEETINGS

33. Subject to the Section 285 and 286 of the said Act, the Directors may meet together atleast once in every three months for the conduct of business, adjourn and otherwise regulate the meetings and proceedings as they may think fit and may determine what notice is to be given for Board meetings as they from time to time shall think expedient.

#### POWERS AND DUTIES OF DIRECTORS AND MANAGING DIRECTOR

34. Without prejudice to the general powers conferred by the regulation contained in Table 'A' and these presents on the Board of directors it is hereby expressly declared that the Directors shall have the following powers, that is to say.
- (i) To purchase or otherwise acquire for the company any property rights or privileges which the company is authorised to acquire under the Memorandum of Association at such price generally on such terms & conditions as they think fit.



- (ii) To pay the Preliminary expenses incurred in the promotion, and registration of the company.
- (iii) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partly in cash or in shares, bonds, debenture to other securities of the company and any such shares may be issued as either fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, or their securities may be either specially charges upon all or any of the property of the Company or its uncalled capital or not so charged.
- (iv) To establish branches and to appoint agents or sub-agents in India or elsewhere or such remuneration and with such powers and authorities and power of sub-delegation or otherwise as they shall thing fit.
- (v) To raise or borrow moneys with or without allowance or interest either from members or Directors of the company or from any other person, firm or corporation for the purpose of the company's business or in connection there with in such manner and such terms and conditions as the Directors may think fit, and in particular the issue of debentures or debenture-stock convertible into shares of this or any other company and as security for any such money so borrowed, raised or received to mortgage, pledge or charge the whole or any part of property, assets or revenue of the company, present or future, including uncalled capital by assignment or otherwise or to transfer to transfer or assign the same absolute or in trust and to give the lender power of sale and other powers as may deem expedient.
- (vi) To secure the fulfillment of any contracts entered into by the company by mortgage or charge on all or any part of the assets of the company and its uncalled capital for the time being or in such manner as they may think fit.
- (vii) Subject to section 49 to appoint any person or persons (whether incorporated or not) to accept and hold in the trust for the company any goods or other property belonging to the company, or in which it is interested or for any other purpose and to execute and do all deeds and things as may be requisite in relation to any such trusts and to provide the remuneration of such trustees.
- (viii) To execute in the name and on behalf of the company in favour of any member or Director or other person who may incur any personal liability for the benefit of the Company such mortgage of the Company's property (present or future) as they think fit and any such mortgage may contain power of sale and such other powers, conveniences, and provisions as shall be agreed upon.
- (ix) To provide for the welfare of employees ex-employees of the company and the families of the dependents or connections of such persons by grant of money, pensions, allowance, bonus or other payment or by creating and from time to time subscribing or contributing or provident and other funds.
- (x) To appoint and at their discretion to remove or suspend such officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time deem fit.
- (xi) From time to time may vary and repeal bye-laws for the regulation of the business of the Company, its Officers and servants.

- (xii) To direct, manage, and supervise the business of the Company and to do all acts, matters and things deemed necessary for carrying on and conduct the business and concern of the company.
- (xiii) To exercise all the powers, authorities and discretions for the company except only such of them as by the said Act or these presents are expressly directed to be exercised by the shareholders in General Meetings.
- (xiv) To retain all moneys belonging to the Company in their own hands or to pay the same to such bankers as they shall deem expedient and to make, sign and give all receipts releases and other discharged for moneys paid or payable to the company and for the claims and demanded for the company such receipts being effectual discharge for the moneys there in stated to have been received.
- (xv) Subject to Section 292 of the said Act, to delegate all or any of their power to the managers for the time being in office or to such managers, agents or to others as they may deem expedient and revoke such powers at pleasure.
- (xvi) To make and file or cause to be made, kept or filed all such registers, returns and statements as are required under the said Act.
- (xvii) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its Officers or to otherwise concerning the affairs of the Company and also to compound or allow time for payment or satisfaction of any debts dues and any claims or demands by or against the Company.
- (xviii) To act on behalf of the company in all matters relating to bankrupts and insolvents.
- (xix) To refer any claims or demands by or against the Company to arbitration and to serve and perform the awards.
- (xx) To sign on the Company's behalf bills, notice, receipts acceptances, endorsements, cheques, releases, contracts and or all other documents.
- (xxi) To invest and deal with any money's of the Company not immediately required for the purpose there of upon such securities and in such manner as they think fit, and from time to time vary or realise such investments.
- (xxii) To enter into all such negotiations and contracts and execute all such contracts and to execute and do all such acts, deeds and things.

#### MANAGEMENT BY MANAGING DIRECTORS AND WHOLE TIME DIRECTORS

- 35. The business of the company shall be carried on by the Managing Directors and whole-time Directors who may be appointed by the Board of Directors from time to time who shall fix their terms qualifications, remuneration, duties, authorities and powers.
- 36. The Managing Director and the whole-time Directors shall have such powers as the board may delegate (without prejudice to Sec 292 of the Act.) including the powers discretions to the engagement and dismiss of office managers, Engineers, Technicians, management and supervision of the business of the company with full power to do all acts, matters and things

deemed necessary, proper or expedient for carrying on the business or concerns of the company and to expedient for carrying exercise all powers authorities and discretions of the company except only such of them as by the said Act or by these presents directed to be exercised by the Directors in a Board Meeting or by the Shareholders in a General Meeting.

#### SEAL

37. The Board shall provide for a common seal for the purpose 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 and the seal shall not be used except by the authority of a resolution of the Board, previously given. Every deed or instrument to which the seal of the company is required to be affixed shall unless the same is executed by a duly constituted attorney for the company be signed by any one director and the seal shall be affixed thereto in his presence, subject, however to Rule 6 of the companies (issue of share certificates) Rule, 1960.
38. In a winding up the liquidators may, with the sanction of a special resolution, distribute allot any of the Assets of the Company in specie among the contributors with their respective rights.

#### INDEMNITY

39. Subjects to the provision of Section 201 of the said Act, and so far as such provision permit, every Director, Manager, Secretary and other Officer or servant of the Company shall be indemnified by the Company against and liability etc, incurred by him and it shall be the duty of the Directors of the Company to pay all costs, losses and expenses which may any such Directors, Officer, or servants etc, in any way may incur or become liable to by any reason of any contract entered into or act, thing done by him as such Director, Officer in any way in discharge of his duties including travelling expenses, and the amount for such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.
40. The Company may indemnify any Director or Officer of the Company or any person by the Company or Auditor against any liability incurred by him in defending against any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 633 in which relief is granted to him by the Court.
41. Subject to the provision of Section 201 of the said Act, and so far as such provision permit, no Director, Manager, or other Officer of the Company shall be liable for the Acts, receipts or defaults of any other Director or for joining in any receipt of the other act for confirmity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by orders of the Directors for and on behalf of the company or for the insufficiency of any security in or upon which any of the company shall be invested or for any loss or damage arising from the bankruptcy insolvency or a tortious act of any person with whom any money securities of effects shall be deposited or for any loss occasioned by any error of judgment, commissions or oversight on his part or for any other loss damages, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.



#### SECRECY CLAUSE

42. Every Director, manager, Trustee, Member of the Committee, Office servant, Agent, Accountants or other person employed in the business of the company shall if so required by the Director, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all the transactions of the Company with customers and the accounts with individuals in matters relating thereto and shall such declaration pledging him self not to reveal any of the matters which come to his knowledge in the discharge of his duties except when required to do so by a Court of law and except so far as may necessarily be in order to comply with any of the provisions in these presents contained.
43. The Board shall from time to time determine whether and to what extent and at what time and place and what conditions or regulations, the Books and documents of the company or any of them shall be open to the inspection of the members and the members (not being a Director) shall not have any right of inspection of the account books or documents of the Company except as conferred by status or authorised by the Directors or by a resolution of the provisions of the Companies Act, 1956 and particularly under the Section 49, 118, 144, 163, 196, 301, 304, and 307 of the said Act, shall be available for inspection at the Registered Office of the company by the persons entitled there to the extent and in the manner and on payment of the requisite fees if any specified in the aforesaid provisions, between the hours of 10 A.M. and 12 noon on each business day provided, however, that the Register require to be maintained under Section 307 of the Act, shall be open for inspection of the members or holders of the debentures of the Company between the hours above mentioned only during the period prescribed in sub-section 5 (a) of Section 307.

#### BORROWING POWERS

44. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums or money for the purpose of the company. The Directors may also raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects and as they think fit and in particular by hypothecation or by issue of debentures of the company charged upon all or any part of the property of the company, both present and future including its uncalled capital for the time being.

S.No	Name, address, Description, occupation and Signature of the subscribers.	Name, Address, Designation, Occupation, and Signature of the Witness.
1.	Sd/- A.RAJENDRA PRASAD S/O Guruvaiah B-304, Keshav Dale Anandnagar Colony Khairathabad Hyderabad Occ: Business	Sd/- V.VASUDEVA REDDY S/O Hanuma Reddy 2-2-1123/1, New Nallakunata Hyderabad-44 Occ: Chartered Accountant M.No: 209546
2.	Sd/- T.SATISH KUMAR S/O Narsimha Rao 1-9-1114, Drapvi Residen Vidyanagar, Hyderabad Occ: Business	
3.	Sd/- K.SRIDHAR REDDY S/O Pitchi Reddy Flat no: 502, Siddhartha Palace New Nallakunta Hyderabad Occ: Business	

Date: 08/04/2003  
Place: Hyderabad