

M/S HIMPRABHA POWER PVT. LTD.

Village Karnguhi, PO. Panthera, Tehsil Ghumarwin, Distt. Bilaspur
Himachal Pradesh

Ph. No. 01978-250289, Mob. No. +91 91296 15319, Mob. No. +91 94184 51289

No. HPPL/Kurpan -II-FC /2015-103

Dated:- 31-10-2015

To

The Divisional Forest Officer.
Anni Forest Division at Luhri

Subject :- Forest Clearance case for 4.8 MW Kurpan-II.

Reference:- Your office letter no. 3185

Dear sir,

Para wise reply to your above cited letter is as under:-

1. MOU attached with this letter (copy enclosed in all files).
2. Authorization letter attached with this letter.
3. Topo sheets attached with component wise details.
4. Approach road to power house is already there at site & approach to intake sites & intermediate Adits is through various spans (as shown in check list-06).
5. Purpose wise breakup of land is attached at page no. 72-73.
6. Non visible copies of enumeration list of trees have been replaced with visible copies in all connected files.
7. Land proposed for the dumping site has been calculated nearby the actual quantity of muck (CP -125 to 128) & is somewhat is on higher side as shown in page no. 128 of file.

D.A.:- As above.



Director/ Authorised Signatory,
Himprabha Hydro Power Pvt Ltd.



प्रारूप आई० आर

FORM NO. I.R.

निगमन का प्रमाण-पत्र
CERTIFICATE OF INCORPORATION



सी आई एन... यू40101एचपी 2005पी टी सी 29374

CIN... U40101HP2005PTC29374

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज... हिमप्रभा पावर प्राइवेट लिमिटेड

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

I hereby certify that... HIMPRABHA POWER PRIVATE LIMITED

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

मेरे हस्ताक्षर से आज ता० 16-12-2005 को दिया गया।

Given under my hand at JALANDHAR this 16th

day of December Five.

(25th Agrahayana, 1927 Saka)

M. R. DAS

कम्पनियों का रजिस्ट्रार
Asstt. पंजाब हि० प्र० एवं चण्डीगढ़
Registrar of Companies
Punjab, H.P. & Chandigarh.

The Companies Act, 1956

(Company Limited By Shares)

MEMORANDUMS OF ASSOCIATION

OF

HIMPRABHA POWER PRIVATE LIMITED

I. The Name of the Company is **HIMPRABHA POWER PRIVATE LIMITED**

II. The Registered Office of the Company will be situated in the State of HIMACHAL PRADESH.

III. The Objects for which the Company established are:

(A) THE MAIN OBJECT TO BE PURSUED BY THE COMPANY ON ITS IN CORPORATION ARE :

1. To Carry on the business of Generation of hydropower and construction of hydropower projects.

B. INCIDENTAL / ANCILLIARY OBJECTS TO THE MAIN OBJECTS :

1. To enter into any arrangement or agreement or contract with any person , association, firm or corporation whether in India or out side, for technicians, or for such other purpose that may seem beneficial and conducive to the objects of the company.
2. To acquire and undertake all or any part of business, property liabilities and rights of any person, firm, or company carrying on any business which this company is authorised to carry on or to be possessed of property suitable for the purpose of company.
3. To enter into any agreement with government or authority ,(supreme, local, municipal, or otherwise) that may seem conducive to company's objects or any of them and to obtain from any such Government or authority all rights, concessions and privileges, which the Company may think desirable to obtain in connection with its business and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions.

4. To design, develop, alter, exchange, deal either as principal, agents, let on hire, import or export, technical know how, machinery, assembling, components and such other parts specified above and ancillaries thereof.
5. To institute, conduct, defend, compound, compromise any legal proceedings against or by the company.
6. To remunerate any person, firm or company for services rendered or to be rendered in the acquisition of property by the company or conduct of its business.
7. Generally to purchase or taking on lease, or in exchange, hire or otherwise acquire any moveable or immoveable property and any rights or privileges which the company may think necessary or convenient with reference to any of these objects and capable of being profitable dealt with in connection with and of the company's property or rights, for the time being.
8. To sell, improve, manage, develop, exchange, lease, mortgage, dispose off or otherwise deal in all or any part of the property and rights of the company.
9. To open account or accounts with any individual, firm or company or with any Bank or Bankers, financial institutions or shroffs and to pay into and to withdraw money from such accounts.
10. To distribute as dividend or bonus, among the members or to place to reserve or otherwise to apply as the company may from time to time think fit, any money received by way of premium on shares or debentures issued at a premium by the company and money arising from the sale by the company of forfeited shares.
11. To guarantee the performance of any contract or obligations of and the payment of money unsecured of and interest on, any debenture, stock or securities of any company, corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the main objects of the company and in the above context to act as securities.
12. To lend money, either with or without security, generally to such persons and up on such terms and conditions as the company may think fit in connection with its business and also invest the money of the company not immediately required in such manner as from time to time may be determined, provided that the company shall not carry on the business of banking in such manner as defined under the Banking Regulations Act, 1949.
13. To borrow from any state financial corporations, Banks, Companies firms or other financial institutions any Terms Loans or other sums on such security and other charges as stipulated by the financial corporation or Banks with mortgage on all or any of property of the company whether present or future or both.
14. To adopt such means of making known the products of the company as may deem expedient and in particular by advertising in the press, by circular, by purchase and exhibition of works of art or interest, publication of books and periodicals and by granting prizes, rewards and dominations.
15. To take interest and promote and undertake the formation and establishment of such institutions and companies as may be considered to be conducive to the interest of the company and also to promote subsidiaries.

16. To employ / acquire technical experts, technocrats, consultants, engineers, mechanics, fore men, skilled and unskilled labour for the business of the company.
17. To amalgamate with or take any other company or companies having objects altogether or in part similar to those of this company.
18. To produce the registration or other recognition of company in any country, state or place and to establish and to regulate agency 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, Indian or foreign, for any acts or parliament Laws, objects or any of them and to oppose any proceeding or applications which may seem calculated directly / indirectly or prejudice company's interest.
19. To do all or any of company's business as principals, agents or the business as representative of any person, firm, company or corporation, having business or objects, all altogether or in parts similar to those of this company and to carry on the business of the company with foreign collaboration on terms and conditions subject to laws governing the same.
20. To take such steps as may be necessary to give the company the same rights or privileges in any part of the world as are possessed by local companies or concerns of a similar nature.
21. Subject to the directives of the Reserve Bank of India and provisions of section 58A and 292 of the companies act 1956 and the rules made thereunder, to borrow or raise money or receive money on deposit or loan in interest or otherwise in such manner as the company may think and in particular by the issue of debentures stock (perpetual or otherwise) whether convertible or not, into the shares of the company and to secure the repayment of any such money borrowed, raised or received or owing by mortgage, pledge, charge or lien up on all or any of the property, assets or revenue of the company (both present and future) including its uncalled capital and to give to the creditors the power of safe and other powers as may deem expedient and to purchase redeem or pay of any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company in connection with its business provided that the company shall not carry on Banking business as defined in Banking Regulation Act. 1949.

C. **OTHER OBJECTS :**

- I. To Carry on the business of manufacturing of steel and all kinds of alloys and metals.
- IV. The liability of the members is limited.
- V. The Authorised Share Capital of the Company is Rs. 9,00,000/- (Rupees Nine Lacs Only) divided into 9000 (Nine Thousand) Equity Shares of Rs. 100/- (Rupees One Hundred Only) each.

We the several person whose names addresses and description are subscribed hereto are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company as set opposite our respective names :

Name, Addresses, Description & Occupation of each Subscriber	Number of equity shares taken by each subscriber	Signature of the subscriber	Name, Addresses, Description & Occupation of each Witness.

We the several person whose names addresses and description are subscribed hereto are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company as set opposite our respective names :

Name, Addresses, Description & Occupation of each Subscriber	Number of equity shares taken by each subscriber	Signature of the subscriber	Name, Addresses, Description & Occupation of each Witness.
1.) SMT. VEENA KUMARI W/O. SH. VIJAY KUMAR VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (HOUSE WIFE)	2040	Sd/-	I hereby certify that all the Subscribers have Signed in my Presence Sd/- (RAJESH KAKKAR) CHARTERED ACCOUNTANT 6, DASHMESH MARKET, GARHA ROAD, NEAR RAILWAY CROSSING, JALANDHAR CITY. PH: 98155-42910
2) SH. JAGAT RAM S/O. SH. ROHALI RAM VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (BUSINESS)	200	Sd/-	
3.) SH. ARUN KUMAR S/O. SH. JAGAT RAM VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (BUSINESS)	400	Sd/-	
4.) SMT. SURINDER DEVI W/O. SH. TILAK RAJ V.P.O. CHANDPUR, TEH : SADAR DISTT. BILASPUR (H.P.) (HOUSE WIFE)	400	Sd/-	
5) SH. HEM RAJ S/O. SH. LAL CHAND, V.P.O. & TEH:GHUMARWIN DISTT. BILASPUR (H.P.) (BUSINESS)	120	Sd/-	
6.) SMT. PREM LATA W/O. SH. ROOP LAL V.P.O. CHALEHLI, TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (HOUSE WIFE)	160	Sd/-	
	3320		

We the several person whose names addresses and description are subscribed hereto are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company as set opposite our respective names :

Name, Addresses, Description & Occupation of each Subscriber	Number of equity shares taken by each subscriber	Signature of the subscriber	Name, Addresses, Description & Occupation of each Witness.
7.) SMT. SHANKUTALA DEVI W/O. SH. PARKASH CHAND VILL : BADSAR, P.O. LEHRI SAREL, TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (HOUSE WIFE)	200	Sd/-	I hereby certify that all the Subscribers have Signed in my Presence
8.) SMT. KAMLESH KUMARI W/O. SH. JAGAT RAM VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (BUSINESS)	200	Sd/-	Sd/-
9.) SMT. RAMA SHARMA W/O. SH. ARUN KUMAR VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (BUSINESS)	200	Sd/-	(RAJESH KAKKAR) CHARTERED ACCOUNTANT 6, DASHMESH MARKET, GARHA ROAD, NEAR RAILWAY CROSSING, JALANDHAR CITY. PH: 98155-42910
10.) SMT. VIJAY KUMARI W/O. SH. BALDEV KUMAR VILL : MATOLI, P.O. SAMELLA, TEH : SARKAGHAT, DISTT. MANDI (H.P.) (HOUSE WIFE)	80	Sd/-	
11.) SH. OM PARKASH SHARMA S/O. SH. RODA RAM VILL : KULARI, P.O. PARNAL, TEH: GHUMARWIN, DISTT. BILASPUR (H.P.) (RTD. ENGINEER) (ELECTRICITY BOARD)	1	Sd/-	
<u>Total</u>	4001		

**The Companies Act, 1956
(Company Limited By Shares)
ARTICLES OF ASSOCIATION
OF**

HIMPRABHA POWER PRIVATE LIMITED

1. Subject to provisions here in after provided, regulations contained in Table "A" of Schedule of 1 to the Companies Act, 1956 shall apply to the company in these Articles.
2. In the Interpretation of these provisions the following words and expression shall have the following meaning respectively unless such meaning be excluded by or be inconsistent with or repugnant to the context thereof :
 - 'The Act' means of Companies Act, 1956.
 - 'The Share Holders' or 'Member' means the duly registered holders from time to time of the shares of the company.
 - 'The Office' means the Registered Office for the time being of the company.
 - 'Seal' means the Company Seal for the time being of the company.
 - 'In Writing' And 'Written' means and include words printed, lithographed, represented or reproduced in any mode in visible form.
 - 'The Directors' means 'The Board Of Directors' for the time being of the Company.
 - 'The Board Means' the 'Board of Directors' for the time being of the Company.
 - 'Month' and 'Years' means calendar months and the calender years respectively.
 - The word 'Dividend' includes Bonus.
 - 'Chairman' means the chairman of the Company.
 - 'Public Holidays' means a holiday declared as such under the Negotiable instruments Act, 1881 (26 of 1881).

PRIVATE COMPANY

3. The Company is a private limited Company within the meaning of section 2 and 3(1)(iii) of the Companies Act, 1956, and accordingly :-
 - a) Limits the number of its members to fifty not including :
 - (i) Persons who are in the employment of the company, and
 - (ii) Persons who having been formerly in the employment of the Company, were members of the Company, while in the employment and have continued to be member after the employment ceased provide that where two or more persons hold one or more share(s) in company jointly, they shall for the purpose of this defination be treated as a single member.
 - b) Prohibits any invitation to the public to subscribe for any shares in, or debenture of the Company, and
 - c) Restricts the rights to transfer its shares in the manner herein after provided and its minimum paid up capital shall be Rs. One Lacs or such higher paid up capital as may be prescribed.
 - d) Prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.

SHARES CAPITAL

4. The Authorised Share Capital shall be such as mentioned in clause V of the Memorandum of Association of the Company and the same shall be increased or decreased, divided or sub divided in such share as mentioned in clause V of the Memorandum of Association.
5. The Company shall have power to increase the capital from time to time and divide the same into several classes subject to the Section 106 of the Act.

TRANSFER OF SHARES

6. No Share shall be transferred to any person who is not a member of the Company so long as any member is willing to purchase the same at a valuation to be determine as provided hereinafter.
7. The person proposing to transfer the share (hereinafter called the transferring member) shall give notice in writing to the company of his intention to sell his share. Every such notice shall specify the distinctive number of shared proposed to be sold and shall constitute the company as his agents for the sale of such. Communicate the notice of sale to each of its members. No notice intended transfer once give shall be withdrawn except with the sanction of the Directors.
8. If the Company shall within 45 Days after the service of the sale notice find a member willing to purchase there in the company will give the notice thereof to the transferring member who shall be bound on payment of fair value to transfer the shares to purchasing members by executing proper deed of transfer with in one month from the date of receipt of notice from the company.
9. If the Director are not within 45 Days after service of a sale notice able to find a member willing to purchase all or any of the shares comprised there in and give notice in the manner aforesaid, or if though no fault of the transferring member, the purchase of any share in respect of which notice according to article 11 has been given shall not be completed, then the transferring member will be at liberty subject to article. Thereof to sell or transfer the shares comprised in his nature any other person of persons and at any price.
10. Save as provided in section 108 of the act, transfer of share will not be registered unless a proper instrument to transfer duly stamped and executed by or on behalf of the transferee and by or on behalf of the transferrer has been delivered to the company together with share, certificate. If no such certificate is in existence, the letter of allotment of share. A fee not exceeding Rs. 2/- may be charged for such transfer approved by the directors.
11. The executor, or administrators of deceased member (not being one of the several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint registered holders of any registered shares, the survivor or survivors shall be the only person recognised by the Company as having any title to or interest in such shares.
12. All the limitations restrictions and provisions of these regulations relating to the right to transfer and the registration of shares shall be applicable to any such notice of transfer as aforesaid as if the death or insolvency of a member had not occurred and the notice or transfer were a transfer signed by that member.

ALTERNATION OF CAPITAL

13. The Company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution.
14. The Company may by ordinary resolution :-
 - (a) Consolidated and divide all or any of its Share Capital into shares of larger amount as may be specified in the resolution.
 - (b) Sub divide by existing shares or any of them into shares of smaller amount, subject never the less to the provision of clause (d) sub section 1 of section 94 of the Act.
 - (c) Cancel any shares with at the date of passing the resolution and have not been taken or agreed to be taken by any person.
15. The Company may at any form time to time by special resolution and on compliance with the provision of section 100 to 103 of the Act, reduce the share capital and any capital redemption reserve account of any share premium account.

BOARD OF DIRECTORS

16. Until and unless otherwise determined by the company in a General Meeting number of Directors shall not be less than two or more than twelve.
17. The first Directors of the Company shall be :
 1. VEENA KUMARI
 2. JAGAT RAM
 3. ARUN KUMAR
 4. SURINDERA DEVI

VEENA KUMARI SHALL BE FIRST MANAGING DIRECTOR OF THE COMPANY.

MANAGING DIRECTOR

18. The Mg. Director of the Company shall work under the directions, control and supervision of Board of Directors of the Company. The Board of Directors shall determine his terms and conditions of his employment from time to time either by Agreement or by resolution or other wise the Mg. Director shall be paid such remuneration as may be fixed from the Board from time to time in force the Board may increase the remuneration of the Managing Director. The Managing Director may be delegated all such powers which are necessary for carry on the conduct of the business and all other powers which may specially be delegated to him subject to the provisions of section 292, and other provisions of companies act, 1956. The Managing Director can vacate his office of his own or can be removed in a general meeting by ordinary resolution. Upon any Managing Director ceasing for any cause whatsoever to be a Director of the Company then, and also upon on any subsequent vacancy occurring, the Board may appoint some suitable and competent persons to fill in the vacancy of the Managing Director thereby ceased.

We the several person whose names addresses and description are subscribed hereto are desirous of being formed into a company in pursuance of this Articles of Association :

Name, Addresses, Description & Occupation of each Subscriber	Signature of the subscriber	Name, Addresses, Description & occupation of each Witness.
<p style="text-align: center;">BOARD OF DIRECTORS</p> <p style="text-align: center;">MANAGING DIRECTOR</p>		

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Name, Addresses, Description & Occupation of each Subscriber	Signature of the subscriber	Name, Addresses, Description & uccupation of each Witness.
<p>1) SMT. VEENA KUMARI W/O. SH. VIJAY KUMAR VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (HOUSE WIFE)</p> <p>2) SH. JAGAT RAM S/O. SH. ROHALI RAM VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (BUSINESS)</p> <p>3.) SH. ARUN KUMAR S/O. SH. JAGAT RAM VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (BUSINESS)</p> <p>4) SMT. SURINDERA DEVI W/O. SH. TILAK RAJ V.P.O. CHANDPUR, TEH : SADAR DISTT. BILASPUR (H.P.) (HOUSE WIFE)</p> <p>5.) SH. HEM RAJ S/O. SH. LAL CHAND. V.P.O. & TEH:GHUMARWIN DISTT. BILASPUR (H.P.) (BUSINESS)</p> <p>6.) SMT. PREM LATA W/O. SH. ROOP LAL V.P.O. CHALEHLI, TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (HOUSE WIFE)</p>	<p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p>	<p>I hereby certify that all the Subscribers have Signed in my Presence</p> <p>Sd/-</p> <p>(RAJESH KAKKAR) CHARTERED ACCOUNTANT 6, DASHMESH MARKET, GARHA ROAD, NEAR RAILWAY CROSSING, JALANDHAR CITY. PH: 98155-42910</p>

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8.) SMT. KAMLESH KUMARI W/O. SH. JAGAT RAM VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (BUSINESS)	Sd/-	Sd/-
9.) SMT. RAMA SHARMA W/O. SH. ARUN KUMAR VILL : KARANGUHI, P.O. PANTEHRA TEH : GHUMARWIN, DISTT. BILASPUR (H.P.) (BUSINESS)	Sd/-	(RAJESH KAKKAR) CHARTERED ACCOUNTANT 6, DASHMESH MARKET, GARHA ROAD, NEAR RAILWAY CROSSING, JALANDHAR CITY. PH: 98155-42910
10.) SMT. VIJAY KUMARI W/O. SH. BALDEV KUMAR VILL : MATOLI, P.O. SAMELLA, TEH : SARKAGHAT, DISTT. MANDI (H.P.) (HOUSE WIFE)	Sd/-	
11.) SH. OM PARKASH SHARMA S/O. SH. RODA RAM VILL : KULARI, P.O. PARNAL, TEH: GHUMARWIN, DISTT. BILASPUR (H.P.) (RTD. ENG:NEER) (ELECTRICITY BOARD)	Sd/-	

M/S HIMPRABHA POWER PVT. LTD.

Village Karnguhi, PO. Panthera, Tehsil Ghumarwin, Distt. Bilaspur
Himachal Pradesh

Mob. No. +91 94184 51289, Ph. No. 01978-250289, Mob. No. +91 9418018125
Email-vijayksharma19@gmail.com

Managing Director
Veena Sharma

Director
Arun Sharma

We hereby authorize Er. Bharti guleria, Project Manager, KMN Engineering Consultants Pvt. Ltd. as signatory of signing all necessary documents, correspondences with all government and statutory departments on behalf of our company Himprabha Power Pvt. Ltd. KMN Engineering consultants Pvt. Ltd. is our prime consultants & looks after our all works relating to 4.8 MW SHEP.



For Himprabha Power Pvt. Ltd.
Director

Bharti
Specimen signature
(Er. Bharti Guleria)



Attested
For Himprabha Power Pvt. Ltd.
Director

For Him Pradha Power Pvt. Ltd.

M. Director