



To,

The Manager

25-07-2024

Listing Department

Bombay Stock Exchange Limited

Phiroze Jeejeebhoy Towers

Dalal Street

Mumbai -400001

BSE Script Code – 975302

Sub: Intimation of Extra Ordinary General Meeting

Pursuant to Regulation 50(2) of the SEBI (Listing Obligation & Disclosure Requirements) Regulations 2015 (LODR) and other applicable regulations as amended from time to time, this is to inform that the meeting of the members of the Company is scheduled to be held on Wednesday the 31st day of July 2024 at 11.30 A.M at the registered office to *inter-alia* consider and approve:

1. Adoption of Amended and Restated Articles of Association.
2. Appointment of Mr. Amit Anil Goenka (DIN – 02778565) as a Director (Nominee, Non-Executive Director) of the Company.
3. Appointment of Mr. Vikas Krishnakumar Modi (DIN – 06624732) as a Director (Nominee, Non-Executive Director) of the Company.

This is submitted for your information & record.

Thank You

For Hiren Wahan Buildtech Private Limited

Company Secretary & Compliance Officer

M No. A40393

Place: Bangalore

**HIREN WAHEN BUILDTECH Pvt. Ltd.**

Notice is hereby given that the Extra Ordinary General Meeting of M/S Hiren Wahan Buildtech Private Limited will be held at the Registered Office of the Company at No.1158 Sy No. 86/4 86/6 Panathur Marath Halli, Bangalore – 560103, on Wednesday, 31ST July 2024 at 11:30 AM to consider and transact the following business:

SPECIAL BUSINESS**Item No. 1****Adoption of Amended and Restated Articles of Association**

*To consider the adoption of amended and restated articles of association of the Company and if thought fit to pass, with or without modification, the following resolution as a **Special Resolution**:*

“RESOLVED THAT Pursuant to the terms of the Debenture Trust Deed dated December 27TH, 2023 executed by the Company with Beacon Trusteeship Limited, and the provisions of Section 14, read with rules framed thereunder and all other applicable provisions of the Companies Act 2013, including any statutory modification (s) or re-enactments thereof for the time being in force, the consent of the members of the Company be and is hereby accorded to repeal and substitute the existing articles of association of the Company with the draft of the amended and restated articles of association (“**Amended and Restated Articles**”), a copy of which is laid down before the members and initialed by the Chairman for the purpose of identification, and annexed as **Annexure -1** to this notice, incorporating the terms of the Debenture Trustee Deed and such Amended and Restated Articles, shall be binding on the Company and its members, directors and any other interested parties of the Company with immediate effect.”

RESOLVED FURTHER THAT for the purpose of giving effect to the above, the Board be and is hereby authorized on behalf of the Company to (a) sign and file all necessary forms and other necessary documents as may be required by the statutory authorities, including the Registrar of Companies; (b) take all actions and do all such acts, deeds, matters and things as may be expedient and required for the purpose of adopting the Amended and Restated Articles; and (c) to authorize the director of the Company to do all such acts, deeds, things and matters and to take all such steps as may be necessary, proper to give effect to this resolution and to liaise with concerned authorities with regard to the same.

RESOLVED FURTHER THAT copies of the foregoing resolutions certified by any director of the Company be furnished to such parties as may be necessary and they be requested to act thereon”

**Item No 2**

To consider and, if thought fit, to pass with or without modification(s) the following resolution as an Ordinary Resolution:

Appointment of Mr. Amit Anil Goenka (DIN – 02778565) as a Director (Nominee, Non-Executive Director) of the Company:

“RESOLVED THAT pursuant to provisions of Section 152 and any other applicable provisions of the Companies Act, 2013 and such other applicable Acts, Rules and Regulations, Mr. Amit Anil Goenka (DIN- 02778565) who was appointed as Additional Director (Nominee) (under the category of Non-Executive) of the Company (Nominated by M/s. Beacon Trusteeship Limited) by the Board of Directors effective 23RD July 2024 in terms of section 161(1) of the Companies Act, 2013, be and is hereby appointed as Director (Nominee, Non- Executive) of the Company.

RESOLVED FURTHER THAT the Managing Director and the Company Secretary of the Company be and are hereby jointly and severally authorized to do all such acts and deeds as may be necessary or incidental in this regard to give effect to the aforementioned resolution including filing of all the necessary e forms with the office of the Registrar of Companies, Karnataka.”

Item No 3

To consider and, if thought fit, to pass with or without modification(s) the following resolution as an Ordinary Resolution:

Appointment of Mr. Vikas Krishnakumar Modi (DIN – 06624732) as a Director (Nominee, Non-Executive Director) of the Company:

“RESOLVED THAT pursuant to provisions of Section 152 and any other applicable provisions of the Companies Act, 2013 and such other applicable Acts, Rules and Regulations, Mr. Vikas Krishnakumar Modi (DIN – 06624732) who was appointed as Additional Director (Nominee) (under the category of Non-Executive) of the Company (Nominated by M/s. Beacon Trusteeship Limited) by the Board of Directors effective 23RD July 2024 in terms of section 161(1) of the Companies Act, 2013, be and is hereby appointed as Director (Nominee, Non- Executive) of the Company.

**HIREN WAHEN BUILDTECH Pvt. Ltd.**

RESOLVED FURTHER THAT the Managing Director and the Company Secretary of the Company be and are hereby jointly and severally authorized to do all such acts and deeds as may be necessary or incidental in this regard to give effect to the aforementioned resolution including filing of all the necessary e forms with the office of the Registrar of Companies, Karnataka.”

For and on behalf of the Board
M/S Hiren Wahen Buildtech Private Limited

Place: Bangalore

Date: 25-07-2024

Vibha Vyas
Company Secretary & Compliance Officer
ACS 40393

NOTES:

- 1.A member entitled to attend, and vote is entitled to appoint a proxy to attend and vote instead of himself and the proxy need not be a member. Proxies in order to be effective must be received by the company not later than forty-eight (48) hours before the meeting. Proxies submitted on behalf of limited companies, societies, etc., must be supported by appropriate resolutions/authority, as applicable.
- 2.A person can act as a proxy on behalf of Members not exceeding fifty in number and holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights. A Member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as a proxy and such person shall not act as proxy for any other person or shareholder.
- 3.In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote at the Meeting.
- 4.Relevant documents referred to in the accompanying Notice and in the Explanatory Statements are open for inspection by the Members at the Company's Registered Office on all working days of the Company, during business hours up to the date of the Meeting.
- 5.Corporate Members intending to send their authorized representatives to attend the Meeting pursuant to Section 113 of the Companies Act, 2013 are requested to send to the Company, a certified copy of the relevant Board Resolution together with their respective specimen signatures authorizing their representative(s) to attend and vote on their behalf at the Meeting.
- 6.Members seeking any information with regard to the Accounts are requested to write to the Company at an early date, so as to enable the Management to keep the information ready at the meeting.



HIREN WAHEN BUILDTECH Pvt. Ltd.

ATTENDANCE SLIP

Extra ordinary General Meeting to be held on 31-07-2024 at registered office of the Company at No.1158 Sy No. 86/4 86/6 Panathur Marath Halli, Bangalore – 560103, at 11.30 AM.

Regd. Folio No. _____

(Shareholder's Name in BLOCK Letters)

I certify that I am a registered shareholder / proxy for the registered shareholders of the Company.

(Member's / proxy's name and address in Block Letters to be furnished below)

I hereby record my presence at the Extra Ordinary General Meeting of the Company held on 31-07-2024 at No.1158 Sy No. 86/4 86/6 Panathur Marath Halli, Bangalore – 560103, at 11.30 AM

If signed by Proxy, name should be

Written here in Block Letters

Member's/Proxy's Signature

Please fill in this attendance slip and hand it over at the Entrance of the meeting hall.

**HIREN WAHEN BUILDTECH Pvt. Ltd.****FORM NO. MGT - 11****PROXY FORM**

[Pursuant to section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]

CIN : : U 7 0 1 0 0 K A 2 0 1 1 P T C 0 6 1 5 9 9
Name of the Company : Hiren Wahen Buildtech Private Limited
Registered Office : No.1158 Sy No. 86/4 86/6 Panathur Marath Halli, Bangalore – 560103

Name of the member (s)	
Registered address	
E- mail id	:
Folio No / Client Id	:
DP ID	: NA

I / We, being the member (s) of _____ equity shares of the above-named company, hereby appoint:

1. Name :

Address :

E-mail id :

Signature: or failing him/her

2. Name:

Address :

E-mail id :

Signature : as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the extra-ordinary general meeting of the Company to be held on 31-07-2024, at No.1158 Sy No. 86/4 86/6 Panathur Marath Halli, Bangalore – 560103 at 11.30 AM, and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution number:

S. No.	Resolution	For	Against
1.	<i>Adoption of Amended and Restated Articles of the Company</i>		
2.	<i>To regularize the appointment of Mr. Amit Anil Goenka (DIN – 02778565) as a Director of the Company in the capacity of a Nominee Director of Beacon Trusteeship Limited</i>		

**HIREN WAHEN BUILDTECH Pvt. Ltd.**

3.	<i>To regularize the appointment of Mr. Vikas Krishnakumar Modi (DIN – 06624732) as a Director of the Company in the capacity of a Nominee Director of Beacon Trusteeship Limited</i>		
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Signed this on _____

Affix Revenue Stamp

Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.

**ANNEXURE TO THE NOTICE****EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013****Item No 1**

In the terms of the Debenture Trust Deed dated December 27TH, 2023 executed by the Company with Beacon Trusteeship Limited (“**DTA**”), the Company is required to substitute the existing articles of association of the Company with a new set of articles of association of the Company containing the relevant terms of the Debenture Trust Deed dated December 27TH, 2023 executed by the Company with Beacon Trusteeship Limited (“**DTA**”).

The provisions of the Companies Act, 2013 (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force) require the Company to seek the approval of the members for alteration of its articles of association, by way of a special resolution.

The draft of the new set of articles of association of the Company is annexed to this notice as **Annexure 1**. A copy of the new set of articles of association of the Company is available for inspection at the registered office of the Company on all working days between 9 a.m. to 6 p.m.

In view of above, the board of directors recommends the resolution be passed as a special resolution.

None of the directors of the Company are, directly or indirectly, interested in this resolution except to the extent of their shareholding in the Company.

Item No. 2

Appointment of Mr. Amit Anil Goenka (DIN – 02778565) as a Director (Nominee, Non-Executive Director) of the Company:

Based on the nomination letter dated 12th July 2024 from Beacon Trusteeship Limited, the Board of Directors recommended appointment of Mr. Amit Anil Goenka (DIN – 02778565) as a Non-Executive (Nominee) Director of the Company. The aforementioned Director is not disqualified from being appointed as Director in terms of Section 164 of the Companies Act, 2013.

Profile of Mr. Amit Anil Goenka (DIN – 02778565) is given as **Annexure 2**.

Except Mr. Amit Anil Goenka (DIN – 02778565), being an appointee, none of the Directors and Key Managerial Personnel of the Company and their relatives are concerned or interested, financially or otherwise, in the resolution set out at Item No. 2.

Your Directors recommend the Ordinary resolution at Item No. 2 for your approval.

**HIREN WAHEN BUILDTECH Pvt. Ltd.****Item No. 3****Appointment of Mr. Vikas Krishnakumar Modi (DIN – 06624732) as a Director (Nominee, Non-Executive Director) of the Company:**

Based on the nomination letter dated 12th July 2024 from Beacon Trusteeship Limited, the Board of Directors recommended appointment of Mr. Vikas Krishnakumar Modi (DIN – 06624732 as a Non-Executive (Nominee) Director of the Company. The aforementioned Director is not disqualified from being appointed as Director in terms of Section 164 of the Companies Act, 2013.

Profile of Mr. Vikas Krishnakumar Modi (DIN – 06624732 is given as **Annexure 2**.

Except Mr. Vikas Krishnakumar Modi (DIN – 06624732), being an appointee, none of the Directors and Key Managerial Personnel of the Company and their relatives are concerned or interested, financially or otherwise, in the resolution set out at Item No. 3

Your Directors recommend the Ordinary resolution at Item No. 3 for your approval.

For and on behalf of the Board
M/S Hiren Wahan Buildtech Private Limited

Place: Bangalore

Date: 25-07-2024

Vibha Vyas
Company Secretary & Compliance Officer
ACS 40393

**ANNEXURE - 1****¹Table-F ARTICLES OF****ASSOCIATION OF*****HIREN WAHEN BUILDTECH PRIVATE LIMITED*****(Company Limited by Shares)****INCORPORATED UNDER THE COMPANIES ACT, 1956****Interpretation****I. (1) In these regulations—**

“the Act” means the Companies Act, 2013,

(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

(3) Private Limited Company

The Company is a Private Company within the meaning of Section 2 (68) of The Companies Act, 2013, and which by its articles, -

(i) Restricts the right to transfer its shares as hereinafter provided.

(ii) except in case of one-person Company, limits the number of its members to Two Hundred

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.

Provided further that: -

(A) Persons who are in the employment of the company and

(B) Persons who, having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased;

Shall not be included in the number of members; and

¹ Table-F Adopted at the EOGM held on 15th November 2022 vide special resolution



(iii) Prohibits any invitation to the public to subscribe for any securities of the Company;

Share capital and variation of rights

- II. 1.** Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of the m to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
- 2. (i)** Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—
- (a) One certificate for all his shares without payment of any charges; or
- (b) Several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall specify the shares to which it relates and the amount paid-up thereon. (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- 3. (i)** If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to debentures of the company.



4. Except as required by law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
5. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made there under.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two members.
7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari-passu* therewith.



8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

Lien

9. (i) The company shall have a first and paramount lien—

(a) on every share, for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

Unless a sum in respect of which the lien exists is presently payable

11. (i) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer. (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.



12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale and in case of shortfall be recovered from him.

Calls on shares

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

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

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

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

14. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

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

16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten percent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.



17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(iii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board—

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve percent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of them transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by section 58 decline to register—

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.



21. The Board may decline to recognize any instrument of transfer unless—
- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) the instrument of transfer is in respect of only one class of shares.
22. On giving not less than seven days' previous notice in accordance with section 91 and rules made there under, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

Transmission of shares

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
- (a) to be registered himself as holder of the share; or
 - (b) to make such transfer of the share as the deceased or insolvent member could have made.



(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

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

Forfeiture of shares

27. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have



accrued.

28. The notice aforesaid shall—

(a) Name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

31. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

32. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.



(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.

(iii) The transferee shall thereupon be registered as the holder of the share.

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

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

Alteration of capital

34. 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.

35. Subject to the provisions of section 61, the company may, by ordinary resolution, —

(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.



36. Where shares are converted into stock, --

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

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

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

37. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law, —

- (a) Its share capital;
- (b) Any capital redemption reserve account; or
- (c) Any share premium account.

Capitalization of profits

38. (i) the company in general meeting may, upon the recommendation of the Board, Resolve—

(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and



- (b) That such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—
- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (B) Paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- (C) Partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
- (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
- 39. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—**
- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and
- (b) Generally, do all acts and things required to give effect thereto. (ii) The Board shall have power—
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and



(b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

40. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

General meetings

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.

42. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

(iii) The Provisions of Section 101 of the Act with respect to the length of notice is not applicable for this Company; the Company may call a Meeting of the members of the Company by giving not less than Seven Days' Prior notice.



(iv) The provisions of section 102 of the Act shall not be applicable for this Company.

Proceedings at general meetings

43. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be two members present.
46. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting, the directors present shall.
46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of meeting

47. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so, directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.



Voting rights

- 48.** Subject to any rights or restrictions for the time being attached to any class or classes of shares,
- (a) on a show of hands, every member present in person shall have one vote; and
 - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
- 49.** A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- 50. (i)** In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 51.** A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- 52.** Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
- 53.** No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
- 54. (i)** No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.



Proxy

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:
Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

58. (i) The directors as on the date of adoption of these articles are:

1. **MR. NARENDRA BABU KALAHASTHI**
2. **MRS. SOUJANYA REDDY**

59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

(a) in attending and returning from meetings of the Board of Directors

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or any committee thereof or general meetings of the company; or

(b) in connection with the business of the company.

60. The Board may pay all expenses incurred in getting up and registering the company.
61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
62. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
64. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

Proceedings of the Board

65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.



- 66.** (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
- 67.** The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
- 68.** (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
- 69.** (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
- 70.** (i) A committee may elect a Chairperson of its meetings.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
- 71.** (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall



have a second or casting vote.

72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

74. Subject to the provisions of the Act, —

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

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

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

Seal

76. The clause shall not be applicable to the company.



Dividends and Reserve

77. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
78. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
79. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.
- (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.



81. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
82. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
83. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
84. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
85. No dividend shall bear interest against the company.

Accounts

86. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorized by the Board or by the company in general meeting.

Winding up

87. Subject to the provisions of Chapter XX of the Act and rules made thereunder --



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

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

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

Indemnity

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

Issue of Further Shares

89. Where at any time a Company having share capital proposes to increase the subscribed capital of the Company by issue of further shares, such further shares shall be offered:

- a) to the persons who at the date of offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid-up on those shares at that date;
- (b) the offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;
- (c) the offer aforesaid shall be deemed to include a right exercisable by the person



concerned to renounce the shares offered to him or any of them in favour of any other person and the notice shall contain a statement of this right;

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

**Part II****OVERRIDING EFFECT AND INTERPRETATIONS**

In the event of any conflict between the provisions of Article 1 to Article 89 ("Part I") and the provisions of this Part-II, the provisions of this Part-II shall prevail.

91. In case of any conflict between the Articles contained in this Part-II and the DTD (defined hereinbelow), the same shall be decided by the Debenture Trustee (based on Approved Instructions).

DEFINITIONS AND INTERPRETATION

92. All capitalized terms used, but not defined herein, shall have the meanings ascribed to them under the debenture trust deed cum mortgage proposed to be executed on inter alia amongst the Hiren Wahen Buildtech Private Limited ("Company"/"Issuer"), Hiren Wahen Buildtech (Co-Obligor), Mr. Naren Kalahasthi (Guarantor 1), Mr. L Prakash (Guarantor 2), Mrs. Saujanya Reddy (Guarantor 3), Beacon Trusteeship Limited ("Debenture Trustee"), and Nisus BCD Advisors LLP ("Facility Agent") ("Debenture Trust Deed"), in relation to the subscription up to 6,000 (Six Thousand) rated, listed, senior, secured, redeemable, non-convertible debentures with a face value of Rs.1,00,000/- (Rupees One Lakh Only) each, for an aggregate nominal amount of up to Rs. 60,00,00,000/- (Rupees Sixty Crores Only) on private placement basis ("Debentures") in terms of the DTD in one or more tranche.
93. Notwithstanding anything contained contrary in these Articles, the shareholders shall have full, absolute, unrestricted and unfettered right to transfer, pledge, create lien, charge, mortgage and otherwise encumber the shares of the Company in favour of the Debenture Holders/ Debenture Trustee/Facility Agent or in favour of any person/s acting for the benefit of the Debenture Holders/ Debenture Trustee/Facility Agent as security for the loans and such Debenture Holders/ Debenture Trustee/Facility Agent or the person/s acting for the benefit of the Debenture Holders/ Debenture Trustee/Facility Agent, as the case may be, shall have full, absolute, unrestricted and unfettered right to sell the shares so pledged, charged and/or under the security interest and/or novatee, assign their rights and/or transfer in their name, in the name of their nominees or in the name of third person, at their sole and absolute discretion, in accordance with the terms of financing/security/debenture documents. The Company shall immediately give effect to such transfer of share and/or sale of the shares and register the name of the Debenture Holders/ Debenture Trustee/Facility Agent or the person acting for the benefit of the



Debenture Holders/ Debenture Trustee/Facility Agent or transferee or the subsequent purchaser as shareholder.

94. Notwithstanding anything contained in these Articles, no member of the Company shall assign, encumber, transfer or otherwise dispose of the pledged shares, or any legal or beneficial interest, direct or indirect, in such shares other than in accordance with the provisions of the Definitive Agreements.
95. Notwithstanding anything to the contrary contained in these Articles, in case of any transfer or sale of shares which are charged, pledged or under the security interest as security for the loans/debtor the transfer, sale or appropriation of shares by the Debenture Holders/ Debenture Trustee/Facility Agent or by any person/s acting for the benefit of the Debenture Holders/ Debenture Trustee/Facility Agent, the Company and its Board and the Director shall immediately without demur, register the name of the banks, financial institutions/lenders/persons/ debenture holders / non-banking financial company or the person acting for the benefit of the banks, financial institutions/lenders/persons/ debenture holders / non-banking financial company or any such person to whom the Debenture Holders/ Debenture Trustee/Facility Agent or the person acting for the benefit of the Debenture Holders/ Debenture Trustee/Facility Agent have sold or transferred the shares pursuant to its right available in any of the financing and/or security documents and/or debenture documents or the subsequent transferee.

NOMINEE DIRECTOR

96. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to Debenture Holders/ Debenture Trustee/Facility Agent, or any dues remain payable under the Definitive Agreements, the Debenture Holders/ Debenture Trustee/Facility Agent shall have right to (i) appoint two nominee directors ("Nominee Directors") on the Board of the Company from the allotment of first Tranche of Debentures until the Final Settlement Date, including but not limited to in the case of occurrence of Event of Default; and (ii) appoint a person as additional nominee director upon occurrence of an Event of Default (which director is hereinafter referred to as "Additional Nominee Director") on the Board of the Company. The decision requiring affirmative approval/ written consent of the Nominee Director and Additional Nominee Director have been detailed in Annex 7 of the DTD including:



- a) Acquisition of any additional future property/future project by the Company or its subsidiaries/partnerships and/or undertaking the development/construction of any new property whether on an ownership basis or otherwise.
- b) To determine project capitalisation and the terms of debt, including any guarantees required of the Company.
- c) To authorise or issue any securities, shares, or issue any right or privileges to acquire any shares or other securities and to set the offer price and terms for issuance of such securities.
- d) To create any lien against any asset or right of the Company or the Obligors in relation to the Commercial Units, which is not otherwise permitted under the terms of this Deed.
- e) To amend the Charter Documents of the Company.
- f) To increase or decrease the number of authorised or issued shares of the Company and any change in the terms of such share capital.
- g) To authorise or make any repurchase/buyback, redemption, conversion or other acquisition of any securities of the Company or any cancellation of any securities and deciding on the terms and conditions thereof, including payment of any price thereof.
- h) To recommend, authorise, set aside for payment or pay any dividend or other distribution with respect to any securities of the Company.
- i) To authorise or enter into any reorganization, merger, consolidation, recapitalisation or any kind of corporate restructuring or any business combination involving the Company.
- j) To reclassify, convert or exchange any of the Company's shares of capital stock.
- k) To authorise the creation dissolution or sale of any subsidiary of the Company, whether by formation, acquisition or otherwise.
- l) Creation, dissolution or sale of any stake in any joint venture of the Company.
- m) To authorise the Company to enter into any new business, suspend or cease any of its existing business or transfer all or a material portion of its business.
- n) To authorise or enter into any transaction (including under trademark license agreements) with any affiliate of the Company.
- o) To authorise or enter into any contract or creating any liability, including without limitation, any collective bargaining agreement, or any employment, management or consulting contract which are in the ordinary course of business, providing for aggregate payments in excess of INR 50,00,000 (Indian Rupees Fifty Lakhs Only).



- p) To authorise any commencement of a dissolution, liquidation, bankruptcy, or voluntary winding up of the Company.
- q) To authorise the commencement of any litigation by the Company involving an amount in excess of INR 50,00,000 (Indian Rupees Fifty Lakhs Only) provided however, that no such consent shall be required in the event the litigation has been commenced (i) against the interests of a Party; (ii) in the normal course of business against any customer, vendor, employees or competitors of the Company.
- r) To authorise the commencement of any litigation by the Company/Obligors in respect of the Project provided however, that no such consent shall be required in the event the litigation has been commenced in the normal course of business against any customer, vendor, and employees relating to the Projects. To authorise the commencement of any litigation or dispute settlement by the Company including Arbitration under Arbitration and Conciliation Act, 1996 or admission of dispute before including but not limited to NCLT /NCLAT / High Court / Supreme Court/ Magistrate Court/ Sessions Court or initiation of any proceedings in front of any adjudicating authority shall be authorised by the Nominee Director(s) including Additional Nominee Director
- s) To undertake any public offering of any securities by the Company, including appointment or termination of book running lead manager.
- t) To commit, agree, authorise or enter into any binding agreement to take any of the foregoing actions.
- u) To create or permit to exist any lien, security interest or other charge or encumbrance of any kind on any of its assets other than in the ordinary course of business.
- v) Appointment or termination of statutory or internal auditors or change in the accounting or revenue recognition practices of the Company.
- w) Any adverse change to the rights, preferences, and privileges of any series of preference shares, equity shares or debentures, issued by the Company.
- x) Approval of the annual budgets.
- y) Incurrence of indebtedness or capital commitment in excess of the amount approved in the annual budget.
- z) Any payments made to, or contracts entered into with affiliates of the Company.
- aa) Making any investment in any project /company /special purpose vehicle or acquisition of any other project/company/special purpose vehicle.

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- bb) Make any loan or other extension of credit or otherwise incur any contingent liability other than providing advances as stipulated in executed contracts in relation to the Project, in the ordinary course of business.
- cc) Make any capital expenditure or commitment exceeding INR 50,00,000 (Indian Rupees Fifty Lakhs only) in aggregate in a year.
- dd) Sell, transfer, encumber or otherwise dispose of or enter into an agreement for sale, transfer, encumber or for disposal of assets otherwise, not being sale or disposal of assets in the ordinary course of business of the Company.
- ee) Enter into or terminate any material contract other than in the normal course of business.
- ff) Employ anyone or terminate any employee or director or vary the terms of employment of any such employee or director, except in the ordinary course of business or except in accordance with recruitment plans and compensation and benefits plans approved by the Debenture Trustee.
- gg) Employ or engage any professionals, consultants or advisors in relation to the affairs of the Company except in the ordinary course of business.
- hh) Pay any compensation other than the current monthly payroll, raise or agree to raise anyone's compensation, or pay or agree to pay any bonus or other special compensation other than those required to be paid under existing wage settlements or enter into any new wage settlement.
- ii) Obtain any new loan, borrowing, credit facilities in a year from any person other than the affiliates of the Company.
- jj) Enter into any new arrangements, dealings or contracts with the Corporate Guarantors or its nominees.
- kk) Write off or release any debts or receivables except in the ordinary course of business.
- ll) Permit any material insurance(s) to lapse or do anything which will have the effect of rendering any material insurance void or voidable.
- mm) Contract any material liability of any type.
- nn) Do any other act, deed or thing that would have or be a Material Adverse Effect.
- oo) Enter into any compromise, arrangement or settlement of any dispute or difference pending before any Court or authority except in the ordinary course of business or as may be provided in the Deed.
- pp) Do any act that would result in taking away, undermining or restricting any right, interest or title vested with or would accrue to the Company by virtue of any



- agreement, understanding or otherwise including but not limited to use of any intellectual property rights.
- qq) Transfer any asset or pay any commission, salary or bonus to any related party of the Company other than the payment of wages or salaries to the employees on deputation in the ordinary course of business consistent with past practice or pay any rent, commission or fee to any related party of the Company.
- rr) Enter into any transaction with or for the benefit of any shareholder or any relative or affiliate of any shareholder of the Company other than the transactions contemplated by the Deed.
- ss) Change its accounting or tax reporting methods or practices or write off any reserves or change its fiscal year.
- tt) Take any action, or intentionally fail to take any action, that would cause any representation or warranty made by the Company and/or the Corporate Guarantors in the Deed to be untrue or result in a breach of any covenant made by the Company and/or the Corporate Guarantors in the Deed or that would result in a Material Adverse Effect.
- uu) the Definitive Agreements cannot be modified without the written approvals of the Facility Agent.
- vv) Undertake any Resolution that is specifically prohibited by the Nominee Directors / Additional Nominee director/ Facility Agent/ Debenture Trustee from the agenda of any board meeting conducted by the company.

APPOINTMENT OF NOMINEE DIRECTORS

97. The Facility Agent and/or the Debenture Trustee shall have the right to appoint and/or substitute, at any time from the Deemed Date of Allotment for the first Tranche of Debentures until the Final Settlement Date, including but not limited to in the case of occurrence of any Event of Default and/ or upon trigger of the events described in Rule 18(3) of the Companies (Share Capital and Debentures) Rules, 2014, subject to and in accordance with Applicable Laws, the Nominee Directors on the Board of the Company.
98. The Nominee Directors shall receive notices, agenda, etc. of and attend all general meetings and meetings of the Board of the Company or meetings of any committee(s) of the Company. If, at any time, the Nominee Directors is not able to attend any general meeting or a meeting of the Board of the Company or any of the meetings of any committees of the Company, the Debenture Trustee may depute any other person to attend such meetings. The expenses incurred by the Debenture Trustee in this connection shall be borne and payable by the Company.



99. The Nominee Directors shall furnish to the Debenture Trustee/ Debenture Holders and/or Facility Agent a report of the proceedings of all such meetings and the Company shall not have any objection to the same.

It is clarified that the quorum of the Board shall (until the Debenture Outstandings have been fully discharged to the satisfaction of the Debenture Trustee), include the Nominee Director. The Nominee Directors will be entitled to invoke the share pledge on the Company Pledged Shares or any part thereof, in terms of the Share Pledge Agreement;

100. The Nominee Directors shall be appointed/removed by a notice in writing by the Debenture Trustee (based on Approved Instructions) addressed to the Company, and such appointment/ removal shall (unless otherwise indicated by the Debenture Trustee) take effect forthwith upon such a notice being delivered to the Company.

The Company shall ensure that the Nominee Directors shall be entitled to the same indemnities as the directors and shall be indemnified by the Company, against any and all losses arising out of or in connection with its actions pursuant to appointment as a Nominee Directors.

101. The Nominee Directors will have the right to appoint and constitute a new Board through a resolution passed in the extraordinary general meeting of the Company. The Nominee Directors shall have such additional rights and powers and carry out such additional duties as enumerated in Annex 7 (Affirmative Vote Items) of Schedule to Part B of the DTD.

102. In the event that the Nominee Directors wish to appoint alternate directors, the Board will promptly, upon receipt of a written notice to that effect from the Nominee Director, appoint an alternate Director in place of such Nominee Director. Such written notice shall specify the name and details of the alternate Director.

103. In the event of a casual vacancy arising on account of the resignation of either of the Nominee Director or the office of the Nominee Director becoming vacant for any reason, the Debenture Holders/Facility Agent shall be entitled to designate a Director to fill such vacancy.

104. The Nominee Directors shall be non-executive director and shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with the Applicable Laws. The Company shall nominate Directors or persons other than the Nominee Directors as 'persons in charge' as contemplated under the Applicable Laws and shall ensure that the Nominee Directors are not included within the scope of 'Officer who is in default' under the Applicable Laws. In the event that any notice or proceedings have been filed against the Nominee Directors by reason of him



being included within the scope of 'officer who is in default', the Company shall take all necessary steps to ensure that name of the Nominee Director are excluded / deleted and the charges / proceedings against the Nominee Directors are withdrawn and shall also take all steps to defend the Nominee Directors against such proceedings and shall pay all costs, damages, fines, levies etc. that may be levied against the Nominee Directors.

105. The Company shall indemnify the Nominee Directors against any act, omission or conduct (including, without limitation, contravention of any law) of or by the Company, its officials, employees, managers, representatives or agents as a result of which, in whole or in part, the Nominee Directors are made a party to, or otherwise incurs any costs, charges, expenses, damages or loss, including loss pursuant to or in connection with any action, suit, claim or proceeding arising out of or relating to any such act, omission or conduct.
106. No meeting of the Board shall be validly held unless a notice of 7 (seven) days or such shorter period (as agreed to by the Facility Agent) has been served on the Nominee Directors in writing. The Nominee Directors shall make best efforts to ensure that at all meetings of the Board, the Nominee Directors themselves (or their alternate) is present. If at a Board meeting the Nominee Directors (or their alternate) is not present, then such Board meeting shall stand adjourned until the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday at the same time and place. Provided that the presence of Nominee Director (or their alternate) shall be required for validly holding an adjourned Board meeting also.
107. The Nominee Directors shall have veto rights in any matter in relation to the Board.

BORROWING POWERS

108. The Company may from time to time borrow, raise, receive payment of any sum or sums of money on deposit at interest or otherwise for the purpose of the Company, in such a manner as they shall think fit.
109. The Company may raise and secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by issue of bonds, perpetual or redeemable debentures of the Company or by creation of debenture stock charged upon all or any part of the assets of the Company (both present and future) including its uncalled capital for the time being or by making, drawing, accepting or endorsing on behalf of the Company any promissory notes or bills of exchange or other negotiable instruments or giving or issuing any other security of the Company or by mortgage or creation of a charge or pledge on buildings, machinery, plant, goods, partnership interest, goodwill or any other property, both present and future.



110. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to any facility agent or debenture trustee or debenture holders or to any other financing company or body, Indian or foreign (each of which or any such financial institution is hereinafter in this Article referred to as the "Corporation") out of the loans granted by them to the Company or so long as the Corporation(s) continue to hold debentures in the Company by direct subscription on private placement or otherwise or so long as the Corporation hold shares in the Company due to any reason whatsoever or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remain outstanding, the Corporation shall have right to enforce and sell, assign, transfer, alienate or otherwise dispose off all or any assets of the Company charged in their favour and such sale, assignment, transfer, alienation or disposal shall be binding on the Company.

DEFAULT

111. Upon the Occurrence of any event of:

- i. default in repayment obligations in respect of the Principal Amount; or
- ii. default in payment of Redemption Premium to the Debenture Holders; or
- ii. default in creation of Security; or
- iv. default in redemption of Debentures; or
- v. occurrence of an Event of Default in terms of the DTD,

The Debenture Holders/ Debenture Trustee/ Nominee Directors shall have the right to appoint the Additional Nominee Director on the Board of the Company by directing the Company to do so. The Company is bound to act on such direction under the terms hereof. Upon occurrence of the same, the Company shall have no other director apart from the Nominee Director and the Additional Nominee Director, i.e., the entire Board of the Company shall be under the management and control of the nominees of the Debenture Holders/Debenture Trustee.

112. The Company shall appoint the Additional Nominee Director forthwith on receiving a nomination notice from the Debenture Trustee. The Additional Nominee Director shall be appointed on all key committees of the Board of Directors of the Company.

113. The Additional Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares.

114. The Debenture Holders may require the removal or substitution of the Additional Nominee Director so appointed by it as per the terms of the DTD. The Additional Nominee Director so appointed shall also be appointed as a member of all the committee and sub-committees formed by the Board.



115. In the event that the Additional Nominee Director wishes to appoint an alternate director, the Board will promptly upon receipt of a written notice to that effect from the Additional Nominee Director appoint an alternate director for such Additional Nominee Director. Such written notice shall specify the name and details of the alternate director.
116. The authorisation of the Additional Nominee Director shall be required for execution of all material contracts other than in the normal course of business.
117. In the event of a casual vacancy arising on account of the resignation of either of the Additional Nominee Director or the office of the Additional Nominee Director becoming vacant for any reason, the Debenture Holders shall be entitled to designate a director to fill such vacancy.
118. The Additional Nominee Director shall be a non-executive director and shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with the Applicable Laws. The Company shall nominate Director or person other than the Additional Nominee Director as 'persons in charge' as contemplated under the Applicable Laws and shall ensure that the Additional Nominee Director is not included within the scope of 'Officer who is in default' under the Applicable Laws and the Company shall at all times appoint a compliance officer or a designated officer of the Company who shall be the officer in default for the purposes of the Applicable Laws. In the event that any notice or proceedings have been filed against the Additional Nominee Director by reason of him being included within the scope of 'officer who is in default', then the Company shall take all necessary steps to ensure that name of the Additional Nominee Director is excluded / deleted and the charges / proceedings against the Additional Nominee Director are withdrawn and shall also take all steps to defend the Additional Nominee Director against such proceedings and shall pay all costs, damages, fines, levies etc. that may be levied against the Additional Nominee Director.
119. The Company shall indemnify the Additional Nominee Director against any act, omission or conduct (including, without limitation, contravention of any law) of or by the Company, its officials, employees, managers, representatives or agents as a result of which, in whole or in part, the Additional Nominee Director is made a party to, or otherwise incurs any costs, charges, expenses, damages or loss, including loss pursuant to or in connection with any action, suit, claim or proceeding arising out of or relating to any such act, omission or conduct.
120. No meeting of the Board shall be validly held unless a notice of 7 (seven) days or such shorter period as agreed by the Debenture Holders of the said meeting along with the



agenda thereof is given to the Additional Nominee Director, if any, in writing. The Additional Nominee Director shall make best efforts to ensure that at all meetings of the Board, the Additional Nominee Director (or his alternate) is present. If at a meeting the Additional Nominee Director (or his alternate) is not present, then the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday at the same time and place. Provided that the presence of Additional Nominee Director (or their alternate) shall be required for validly holding an adjourned Board meeting also.

121. Any other remedies/ actions as maybe deemed necessary by Debenture Trustee.
122. The Additional Nominee Director shall have veto rights in any matter in relation to the Board.

DEMAT OF SHARES AND DEBENTURES

123. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its shares and to offer shares in a dematerialized form pursuant to the Depositories Act, 1996 and in terms of the issue documents and the Company shall make arrangements with the Depository for the issuance of Debentures in dematerialized form.
124. Within 30 (thirty) days from the date of execution of the DTD, the Company shall complete the dematerialization of the Company's Share Capital and file Form annexure- W/pledge request form with its relevant Depository confirming the creation of pledge on the share capital of the Company in favour of the Debenture Trustee.
125. Notwithstanding anything contained in these Articles, and subject to the provisions of law for the time being in force, the Company shall on a request made by a beneficial owner, re-materialize the shares, which are in dematerialized form.
126. All shares held by a depository shall be dematerialized and shall be in a fungible form.
127. (i) Notwithstanding anything to the contrary contained in the Companies Act, 2013 or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of shares on behalf of the beneficial owners.
(ii) Save as otherwise provided in (i) above, the depository as the registered owner of the shares shall not have any voting rights or any other rights in respect of shares held by it.
(iii) Every Person holding shares of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be the owner of such shares of the Company and shall further be deemed to be a member of the



Company. The beneficial owner of the shares shall be entitled to all the liabilities in respect of his shares, which are held by a depository.

128. Notwithstanding anything in the Companies Act, 2013 to the contrary, where shares are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or disks or any other mode as prescribed by law from time to time.
129. Nothing contained in Section 56 of the Companies Act, 2013 or these Articles, these Articles shall apply to a transfer of securities affected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.
130. Notwithstanding anything in the Companies Act, 2013 or these Articles, where securities are dealt with by a depository, the Company shall intimate the details there of the depository immediately upon allotment of such securities.
131. Nothing contained in the Companies Act, 2013 or these Articles regarding the necessity to have distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

SPECIFIC COVENANTS

132. Notwithstanding anything contained in these Articles, the Company agrees and undertakes that, without the prior written approval of the Facility Agent, the Company shall not:
 - i permit the issuance and transfer of shares of the Company, carry out the appointment of key management personnel, and operation of escrow accounts;
 - ii wind up, liquidate or dissolve its affairs;
 - iii enter into any transaction of merger, spin-off, consolidation, reorganisation or implement any scheme of amalgamation or reconstruction; and shall not effect any change in its capital structure, shareholding pattern, composition of the board and/or senior management of the Company;
 - iv amend or modify its Memorandum and Articles of Association of the Company;
 - v engage in any business or activities other than those which the Company or guarantors, as the case may be, is currently engaged in, either alone or in partnership or joint venture with any other person, nor acquire any ownership interest in any other entity or person or enter into any profit sharing or royalty agreement or other similar arrangement;
 - vi prepay any indebtedness including any other unsecured loans availed by the Company or its group companies/entities;



- vii contract, incur or agree to any indebtedness of any manner whatsoever (save and except trade guarantees in the normal course of business and approved by the Debenture Trustee as part of the Business Plan) or create any Security Interest in favour of any other Person;
- viii allow any actions or enter into or give effect to any agreements, arrangements or understandings such that management control of the Company is no longer with the Promoters;
- ix effect, permit or allow any transfer of its equity or preference shares/securities to any third parties;
- x effect, permit or allow any appointment of key management personnel of the Company;
- xi except with the prior consent of the Debenture Trustees, no Director shall be appointed on the Board of the Company and no resignation of Director from the Board of the Company and key management personnel shall be taken on record, except in the ordinary course of business or except in accordance with recruitment plans and compensation and benefits plans approved by the Debenture Trustee;
- xii create, or permit to subsist, any encumbrance or Security Interest, or deal in any manner in relation to any of the assets comprising the Security;
- xiii provide any guarantee in favour of any Person;
- xiv in respect of the Company, declare, make or pay any dividend, charge, fee or other distribution whether directly or indirectly (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its Share Capital (or any class of its Share Capital) or any warrants for the time being in issue;
- xv make any payment (including by way of set-off, combination of accounts or otherwise) by way of interest, or repayment, redemption, purchase or other payment, in respect of any shareholder loan (in respect of the Company), loan stock or similar instrument;
- xvi pay or allow any member of the Company's group to pay any management or fee or fee of a similar nature to the order of any of the shareholders or other affiliates;
- xvii in respect of the Company, redeem, repurchase or repay any of its Share Capital or any warrants for the time being in issue or resolve to do so; and
- xviii make any change to its Business Plan.



133. The Company agrees that it shall immediately provide information in respect of the following to the Debenture Trustee and the Facility Agent on behalf of the Debenture Holder(s):
- i. any event which constitutes an Event of Default, specifying the consequences of such Event of Default and any steps which the Company intends and proposes to take to remedy the same;
 - ii. any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Companies Act, 2013 or any other notice under any other Applicable Law or otherwise of any suit or legal process intended to be filed or initiated against the Company and affecting the title to the property of the Company or if a receiver is appointed of any of the properties or business or undertakings of the Company;
 - iii. any one or more events, conditions or circumstances (including any event of force majeure or any on-going or threatened labour strikes, lockouts, shutdowns, slowdown or work stoppage by the Company or any scarcity or unavailability of materials or equipment or fire or other similar event) that exist or have occurred that has, had or could be expected to have a Material Adverse Effect;
 - iv. any Legal Proceeding pending or threatened, regulatory notices or judicial orders against the Company, or any dispute between the Company and any Governmental Authority, which could have a Material Adverse Effect;
 - v. any security interest being granted or established or becoming enforceable over any of the encumbered assets such that it constitutes an Event of Default in terms of the DTD;
 - vi. the occurrence of any other event, circumstance or condition which constitutes or results in any representation, warranty, covenant or condition under the Security Documents being or becoming untrue or incorrect in any material respect; and
 - vii. the notice and agenda along with draft resolution at least seven (7) days prior to every Board or shareholders' meeting of the Company.
134. The Company shall also provide the following, in the form and manner satisfactory to the Facility Agent:
- i. The Company shall adhere to Milestones as agreed upon in the Business Plan;
 - ii. The Company shall ensure that all original title documents in respect of Mortgaged Property have been inspected by a legal counsel;
 - iii. The Company shall ensure that all Approvals are valid and subsisting as on date and copy of all such Approvals shall be submitted to the Facility Agent;



- iv. The Company shall have furnished reconciled Bank statements of the Company until the date closest to the first Tranche;
- v. The Company to obtain balance confirmations and subordination letters from all the Subordinated Lenders. By way of the subordination letters, the Subordinated Lenders will inter-alia provide an undertaking confirming the outstanding balances, and that their claims will be subordinate to the claims of the Debenture Holders;
- vi. The Company shall have obtained latest net worth statements of the Promoters, duly certified by a practicing-chartered accountant;
- vii. The Company shall open Company Escrow Account with the Escrow Bank;
- viii. The Company shall clear all its dues towards any local authority, electricity bills, relating to GST or property Tax and where applicable, provide the Facility Agent/ Debenture Trustee with no due's certificates in respect of the same;
- ix. The Company shall provide the Facility Agent/ Debenture Trustee with a copy of the Business Plan;
- x. The Company shall have obtained latest net worth statements of the Corporate Guarantors, duly certified by a practicing-chartered accountant;
- xi. Appointment of lenders engineer for technical audit and submitting progress monitoring reports on a periodic quarterly basis in the form and manner satisfactory to the Facility Agent for which the Company is to submit the engagement/service agreement letter to the Facility Agent;
- xii. The Company to get a signed certificate from a chartered accountant confirming the positive net worth of the Company for the period ending March 31, 2023.



CIN: U70100KA2011PTC061599

HIREN WAHEN BUILDTECH Pvt. Ltd.

Sl.No.	Name, Address, Occupation description and Signature of the	Signature of the Subscrib	Names, Address, occupation and Signature of the Witness to the
1	NARENDRA BABU KALAHASTHI S/O, K. DORASWAMY REDDY E-407, SJR REDWOODS HARALUR ROAD, OFF SARJAPURA ROAD, BANGALORE-560034 OCCUPATION: BUSINESS	SD/-	
2	WAHENGBAM LALIT S/O. LATE WAHENGBAM KUNJAMANI SINGH NO.1279, 25B CROSS, 24 TH MAIN 2 ND SECTOR, HSR LAYOUT BANGALORE-560102 OCCUPATION: BUSINESS	SD/-	B Sreenivasa Setty S/o B Govindaiah Setty No.20, Samskruthi, opp. Basavanagudi Swimming pool, Pampamahakavi Road, Shankarpuram,

PLACE: BANGALORE

DATE:05.12.2011

**ANNEXURE - 2****NOTES TO THE EXPLANATORY STATEMENT ITEM NO 2 & 3 IN TERMS OF CLAUSE 1.2.5 OF SECRETARIAL STANDARD ON GENERAL MEETINGS (SS-2) ISSUED BY THE INSTITUTE OF COMPANY SECRETARIES OF INDIA****Information about the Appointees**

Sl No	Particulars	<u>Mr. Amit Anil Goenka</u> (DIN - 02778565)	<u>Mr. Vikas Krishnakumar Modi</u> (DIN - 06624732)
1	Age	48 Years	47 years
2	Qualification	He Passed the examination of Bachelor of Engineering form Victoria Jubilee Technical Institute, University of Bombay.	He holds a degree in Bachelor of Commerce (Three Year Integrated Degree) from Mumbai University. He also has completed his Master of Commerce (External) from Mumbai University.
3	Experience & Background	He is having an experience of more than 10 years in the field of finance	He is having an experience of more than 10 years in the field of finance.
4	Terms of Appointment	Nominee Directors as per DTD	Nominee Directors as per DTD
5	Remuneration Proposed	N.A.	N.A.
6	Remuneration Last Drawn	N.A.	N.A.
7	Date of First Appointment	NA	NA
8	Shareholding in the company	NIL	NIL
9	Relationship with other Directors, Manager and other KMP	No Relationship with other Directors, Manager and other KMP	No Relationship with other Directors, Manager and other KMP
10	Number of Meetings of the Board attended during the year	N.A.	N.A.
11	Other Directorships	12	7



HIREN WAHEN BUILDTECH Pvt. Ltd.

12	Membership/ Chairmanship of Committees of other Boards	a) Stakeholders' Relationship Committee:- Member b) Audit Committee:- Member
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Route Map

