

MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION



SJVN Limited

(Formerly- Satluj Jal Vidyut Nigam Limited)
(A Joint Venture of Govt. of India and Govt. of Himachal Pradesh)

REGISTERED OFFICE
HIMFED BUILDING, NEW SHIMLA – 171009

'PRIVATE' word deleted
u/s 620 read with
section 21 and 23 of the
Companies Act, 1956 vide
order on 3-11-1988. Form I. R.



Satyendra Singh
(SATYENDRA SINGH)

निगमन का प्रमाण

CERTIFICATE OF INCORPORATION

आवेदन संख्या



ता०.....का सं.....

No. 06-08409 of 1988

मैं एतद्वारा प्रमाणित करता हूँ कि आज.....
नथपा झकरी पावर कारपोरेशन...
प्रैक्टिस लिमिटेड

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

I hereby certify that NATHPA JHAKRI POWER CORPORATION
PRIVATE LIMITED

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

मेरे हस्ताक्षर से आज ता०.....को दिया गया।

Given under my hand at JALANDHAR this 24th

day of MAY one thousand nine hundred and EIGHTY EIGHT

3rd JYALSTHA, SAKA, 1910

Satyendra Singh
(SATYENDRA SINGH)
कम्पनियों का रजिस्ट्रार

Registrar of Companies
PB. H.P. & CHANDIGARH



सत्यमेव जयते



CIN U40101HP19880018409

**FRESH CERTIFICATE OF INCORPORATION CONSEQUENT
ON CHANGE OF NAME**

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES, PUNJAB,
HIMACHAL PRADESH & CHANDIGARH AT JALANDHAR
(UNDER THE COMPANIES ACT, 1956) (1 OF 1956)**

**IN THE MATTER OF... NATHPA JHAKRI POWER CORPORATION PRIVATE
LIMITED**

**I hereby certify that... NATHPA JHAKRI POWER CORPORATION
PRIVATE LIMITED**

**which was originally incorporated on 24-05-1988 under the
Companies Act, 1956 and under the name of NATHPA JHAKRI POWER
CORPORATION PRIVATE LIMITED**

**having duly passed the necessary resolution in terms of Section 21 of the
Companies Act, 1956, approval of the Central Government is hereby accorded
thereto and the name of said company is this day changed to...
SATLUJ JAL VIDYUT NIGAM LIMITED**

**and this certificate is
issued pursuant to Section 23 (1) of the said Act.**

**Given under my hand at JALANDHAR this 11th day of November
Two thousand Two.**

(20th Kartika, Saka, 1924)


(DIWAN CHAND)

**Registrar of Companies
Punjab, H.P. & Chandigarh**

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, पंजाब, हिमाचल प्रदेश एवं चण्डीगड

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U40101HP1988GOI008409

मैसर्स SATLUJ JAL VIDYUT NIGAM LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
SATLUJ JAL VIDYUT NIGAM LIMITED

जो मूल रूप में दिनांक चौबीस मई उन्नीस सौ अठासी को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
Nathpa Jhakri Power Corporation Limited

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.6.1985 एस्.आर.एन. A69448710 दिनांक 22/09/2009 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
SJVN Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा जालंधर में आज दिनांक बाईस सितम्बर दो हजार नौ को जारी किया जाता है।



GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Punjab, Himachal Pradesh, and Chandigarh

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U40101HP1988GOI008409

In the matter of M/s SATLUJ JAL VIDYUT NIGAM LIMITED

I hereby certify that SATLUJ JAL VIDYUT NIGAM LIMITED which was originally incorporated on Twenty Fourth day of May Nineteen Hundred Eighty Eight under the Companies Act, 1956 (No. 1 of 1956) as Nathpa Jhakri Power Corporation Limited having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A69448710 dated 22/09/2009 the name of the said company is this day changed to SJVN Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Jalandhar this Twenty Second day of September Two Thousand Nine.


(Dr. RAJ SINGH)

कम्पनी रजिस्ट्रार / Registrar of Companies
पंजाब, हिमाचल प्रदेश एवं चण्डीगड
Punjab, Himachal Pradesh, and Chandigarh

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

SJVN Limited
HIMFED BUILDING NEW SHIMLA, HIMACHAL PRADESH - 171009,
Himachal Pradesh, INDIA

**MEMORANDUM OF
ASSOCIATION
OF**



SJVN Limited

(Formerly- Satluj Jal Vidyut Nigam Limited)

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MEMORANDUM OF ASSOCIATION OF SJVN LIMITED

(Formerly- Satluj Jal Vidyut Nigam Limited)

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

(Formerly –Satluj Jal Vidyut Nigam Limited)

(A Joint Venture of Govt. of India and Govt. of Himachal Pradesh)

Name of the Company	I. Name of the Company is [SJVN Limited] ¹
Registered Office	II. The registered office of the Company will be situated in the state of Himachal Pradesh.
Objects	III. The objects for which the Company is Established are :
Main Objects	A. Main objects to be pursued by the Company on its Incorporation :
Development of Power	1. a) [To plan, promote, develop all forms of power, both renewable as well as non-renewable [] ³ and all ancillary activities related thereto, in India and abroad including planning, investigation, research, design and preparation of preliminary, feasibility and definite Project reports, construction, generation, comprehensive operation, maintenance, Renovation & Modernisation of power stations and projects, transmission, distribution, sale of power generated at Stations in India and abroad.] ² b) To undertake, where necessary, construction of transmission lines and ancillary works for proper evacuation and distribution of power.
Co-ordination and control	2. To coordinate the activities of its subsidiaries to determine their economic and financial objectives/targets and to review, control, guide and direct their performance with a view to secure optimum utilisation of all resources placed at their disposal.
Agent of Public Sector Financial Institutions	3. To act as an agent of Government/Public Sector financial Institutions, to exercise all the rights and powers exercisable at any meeting of any Company engaged in the planning, investigations, research, design and preparation of preliminary, feasibility and definite project reports, construction, generation, operation, maintenance, [Renovation & Modernisation] ² of power stations and projects, transmission, distribution and sale of power in respect of any shares held by the Governments, Public financial Institutions, nationalised banks, nationalised insurance companies with a view to secure the most effective utilisation of the financial investments and loans in such companies and the most efficient development of the concerned industries.

Note:-

1. Name of the Company changed from "Nathpa Jhakri Power Corporation Limited" to "Satluj Jal Vidyut Nigam Limited" vide 14th AGM held on 17th September, 2002 and then to "SJVN Limited" vide 21st AGM held on 10th September 2009.
2. Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.
3. Words "except thermal" deleted vide resolution passed through Postal Ballot & E-Voting dated 28th November 2012.

Manufacturing, Trading and other business	4.	To carry on the business of purchasing, selling, importing, exporting, producing, trading, manufacturing or otherwise dealing in all aspects of planning, investigation, research, design and preparation of preliminary, feasibility and definite Project reports, [development] ² , construction, generation, operation and maintenance, [renovation & modernisation] ² , transmission, distribution and sale of power, [both from renewable as well as non-renewable sources] ² , ancillary and other allied industries and for that purpose to install, operate and manage all necessary plants, establishments and works.
Incidental or Ancillary Objects	B.	Objects incidental or ancillary to the attainment of the main objects.
As a servicing agency for the subsidiaries	1.	To arrange, secure and make available to its subsidiary and other concerned organisations such facilities, resources, inputs and services as may be required.
To obtain charters, concessions etc.	2.	To enter into any arrangement with the Government of India or with any other Government or State or any Local or State Government or with authorities, foreign, international, national, local, municipal or otherwise or with any person for the purpose of directly or indirectly carrying out the objects or furthering the interests of the Company or its members and to obtain from any such Government, State authority or person any charters, subsidies, loans, indemnities, grants, contracts, decrees, rights, sanctions, privileges, licences or concessions whatsoever, (whether statutory or otherwise) which the Company may think it desirable to obtain and carry out, exercise and comply with the same.
To borrow money	3.	To borrow money or to receive money or deposits for the purpose of financing the business of the Company either with security or mortgage or other security charged on the undertaking or all or any of the assets of the Company including uncalled capital and to Increase, reduce or pay off any such securities.
To acquire and lease property	4.	To acquire by purchase, lease, exchange, hire or otherwise or to construct and maintain factories, works, buildings and conveniences of all kinds, land, buildings, apartments, plant, machinery and hereditament of any tenure or description, situated in India or any other part of the World and any estate or interest therein and any rights over or connected with land so situated and turn the same to account in any manner as may seem expedient, necessary or convenient to the Company for the purpose of its business.
To acquire business/ companies	5.	To acquire, possess and undertake the whole or any part of the business, assets, property, goodwill, rights and liabilities of any person, firm, society, association, corporation or company carrying on any business which the Company is authorised to carry on
To obtain authority etc. to carry out its objects	6.	To obtain, apply for, arrange for the issue or enactment of order or Act or Legislature or Act of Authority in India or any other part of the World for enabling the Company to obtain powers, authorities, protection, financial and other help, necessary or expedient to carry out or extend any of the objects of the Company or for any other purpose which may seem expedient and to oppose any proceedings, or application or any other endeavours, steps or measures which may seem calculated directly or indirectly to prejudice the Company's interests.

2. Inserted/Substituted/ Modified vide 21st AGM held on 10th September 2009.

- To acquire 'know how' etc.** 7. To apply for, purchase or otherwise acquire any trademarks, patents, brevets or inventions, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use of any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, right or information, so acquired.
- To undertake research, development and training** 8. a) To establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshops for scientific, technical or research experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical research experiments and tests of all kinds and to process, improve and invent new products and their techniques of manufacture as to promote, encourage, reward in every manner, studies and research, scientific and technical investigations and invention of any kind that may be considered likely to assist, encourage and promote rapid advances in technology, economics, import substitution or any business which the Company is authorised to carry on.
- b) To establish, maintain and operate technical training Institutions and hostels for engineers of all types and all other technical staff and artisans and mechanics of all types and kinds and accountants and others in India or in any part of the World; to make such other arrangements as may be expedient for the training of all categories of officers, workers, clerks, storekeepers and other personnel likely to be useful to or assist in any business which the Company is authorised to carry on.
- To improve property etc.** 9. To sell, improve, manage, develop, exchange, loan or lease or let, under lease, sub-let, mortgage, dispose of, deal with in any manner, turn to account or otherwise deal with any rights or property of the Company.
- To invest money** 10. To accumulate funds and to invest or otherwise employ moneys belonging to or with the Company and not immediately required. In the purchase or acquisition of any shares, securities or other investments whatsoever, whether movable or immovable upon such terms as may be thought proper and from time to time to vary all or any such investments in such manner as the Company may think fit.
- To undertake joint ventures** 11. To enter into partnership or into any arrangement for joint working, sharing or pooling profits amalgamation, union of interests, cooperation, joint venture, reciprocal concession or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction which the company is authorised to carry on or engaged in or any business undertaking, or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company.
- To provide for Welfare of employees** 12. To provide for the amelioration and welfare of persons employed or formerly employed by the Company and the wives, families and dependants of such persons by building or contributing to the building of houses, dwelling or by grants of money, pensions, allowances, bonuses or other payments or by creating and from time to time subscribing or contributing to provident fund and other associations, Institutions, funds or trust or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit.

To sell property	13. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company, to promote or aid in the promotion of any other company or partnership for the purpose of acquiring all or any of the properties, rights or liabilities of the Company or for any other purposes which may seem directly or indirectly calculated to benefit the Company.
To enter into contracts	14. a) To enter into agreements and contracts with foreign individuals, companies or other organisations for purchase of equipments and for technical, financial or any other assistance, for carrying out all or any of the objects of the Company. b) To enter into any agreement with any Government or authorities (municipal, local or otherwise) or any corporations, companies or persons which may seem conducive to the Company's objects and to obtain from any such Government, authorities, corporations, companies or persons any contract, right, privilege and concessions which the Company may think desirable and to carry out, exercise and comply with any such contract, right, privilege and concession. c) To enter into contracts of indemnity and guarantee.
To establish agencies etc.	15. To establish and maintain agencies, branch places and local registers, to procure registration or recognition of the Company and to carry on business in any part of the World and to take such steps as may be necessary to give the Company such rights and privileges in any part of the World as are possessed by local companies or partnership or as may be thought desirable.
To subscribe for shares	16. To subscribe for, underwrite, purchase, otherwise acquire and to hold, dispose of any deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any Government, authority, corporation or body or by any company or body of persons and any option or right in respect thereof.
To create depreciation fund	17. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other fund, whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or redeemable preference shares or for any other purposes whatsoever conducive to the interests of the Company.
To open accounts in Banks	18. To open an account or accounts with any individual, firm or company or with any bank or bankers or shroffs and to pay into and withdraw money from such account or accounts.
Acquisition of Companies	19. To acquire, stocks or securities in or of any company carrying on any business which this Company is entitled to carry on or of any other company or undertaking the acquisition of which, may seem likely or calculated directly or indirectly to promote or advance the interests of or be advantageous or beneficial to the Company and to sell or dispose of or transfer any such shares, stocks or securities.
To carry on Consultancy services	20. To promote, organise or carry on the business of consultancy services in any field of activity in which it is engaged in.
To promote other companies	21. To promote or concur in the promotion of any company, the promotion of which shall be considered desirable in furtherance of the objects or any object of the Company.

To carry on convenient business	22. Generally to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them and to carry on any business which may seem to the Company capable of being conveniently carried on in connection with any of the Company's objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
	C. Other objects
To act as an entrepreneur²	1. [To act as an entrepreneur to Identify new areas of economic investment and to undertake investigations of all renewal and non-renewable power projects or participate in the undertaking of such investments] ²
To lend money	2. To lend money on property or on mortgage of immovable property or against Bank Guarantee and to make advances of money against future supply of goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or deal with the same.
To collect information etc.	3. To arrange, receive and collect all relevant information in regard to any business carried on by the Company.
To carry on the business of carriers by land etc.	4. To carry on the business of carriers by land, sea and air as may be required from time to time.
To deal with goods etc. dealt with by subsidiaries	5. To carry on the business of trading in and dealing in any manner whatsoever in all commodities, goods and things manufactured, produced or dealt with in any manner by any of the subsidiaries of the Company and it is hereby declared that : a) the word 'Company' save when used in reference to this Company. In this clause, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, whether domiciled in India or elsewhere. b) The term 'India' when used in this clause unless repugnant to the context, shall include all territories from time to time comprised in the Union of India. c) The term 'Himachal Pradesh' when used in this clause, unless repugnant to the context, shall include all territories from time to time that comprise the State of Himachal Pradesh.
Limited liability	IV. The liability of members is limited.
Share Capital	V. [The Authorised Share Capital of the Corporation is Rs. 7000 crore (Rupees Seven thousand crore only) divided into 700,00,00,000 Equity shares of Rs. 10/- each.] ¹

¹ The Authorised Share Capital of the Corporation was increased from Rs. 1,000 crore to Rs. 2,200 crore vide EGM held on 6th June, 1997 and further increased to Rs. 4,500 crore vide 11th AGM held on 20th September, 1999. Vide 21st AGM held on 10th September 2009 Authorised Share Capital was further increased to Rs. 7,000 crore and face value of Shares was sub-divided from Rs.1000/- per share to Rs. 10/-per Share.

² Inserted/Substituted/ Modified vide 21st AGM held on 10th September 2009.

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

Name of subscriber, Address, description and occupation, if any	No. of equity shares taken by each	Signature of subscriber	Signature of witnesses and their addresses, and occupation, if any
I. President of India Through			
1. Shri M.M. Kohli S/o Sh. B.C. Kohli Secretary Deptt, of Power G.O.I., New Delhi	Two	Sd/- M.M. Kohli	Sd/- Shri P.P. Deo S/o Sh. P.V. Deo Director Ministry of Energy (Deptt, of Power) New Delhi
2. Shri V.K. Khanna S/o Sh. H.K. Khanna Jt. Secretary Deptt, of Power G.O.I., New Delhi	Two	Sd/- V.K. Khanna	
3. Shri J.C. Gupta S/o Sh. P.C. Gupta Member (Hydro) Central Electricity Authority G.O.I., New Delhi	One	Sd/- J.C. Gupta	
4. Sh. U.V. Bhat S/o Sh. U.R. Bhat Jt. Secretary Deptt, of Power G.O.I., New Delhi	One	Sd/- U.V. Bhat	
II. Governor of Himachal Pradesh through			
1. Sh. Kailash Chand Mahajan S/o Sh. Gurditta Mal Mahajan Chairman H.P. State Elec. Board, Shimla	One	Sd/- Kailash Chand Mahajan	Sd/- Shri R.K. Kapoor S/o Sh. B.R. Kapoor Member (G&T) H.P. State Elec. Board, Shimla
2. Sh. M.C. Tiwari S/o Sh. R.D. Tiwari Member (Projects) H.P. State Elec. Board, Shimla	One	Sd/- M.C. Tiwari	

Dated this day 23rd of May, 1988

ARTICLES OF ASSOCIATION OF



SJVN Limited

(Formerly- Satluj Jal Vidyut Nigam Limited)

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ARTICLES OF ASSOCIATION OF SJVN LIMITED

(Formerly- Satluj Jal Vidyut Nigam Limited)

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(THE COMPANIES ACT, 1956)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SJVN LIMITED

(Formerly – Satluj Jal Vidyut Nigam Limited)
(A Joint Venture of Govt. of India and Govt. of Himachal Pradesh)

INTERPRETATION

Interpretation	1. In the interpretation of, the Memorandum of Association and these Articles' the following expressions shall have the following meanings unless repugnant to the subject or context.
The Act or the said Act	"The Act" or the "said Act" means "The Companies Act, 1956" as amended upto date or other Acts for the time being in force in India containing the provisions of the Legislature in relation to Companies.
Beneficial Owner²	"Beneficial Owner" means the beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996. ²
The Board or Board of Directors	"The Board" or "Board of Directors" means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at a Board or the requisite number of Directors entitled to pass a circular resolution in accordance with the Act.
Busbar rate	Means the cost of generation of power per unit of energy at Powerhouse busbar of the project, determined from time to time by the Company, based upon all costs of generation including return on Equity in accordance with the standard guidelines of Govt. of India and the cost of free power supply to Himachal Pradesh.
Capital	"Capital" means the Capital for the time being raised or authorized to be raised for the purpose of the Company.
Chairman	"Chairman" means the Chairman of the Board of Directors for the time being of the Company.
The Company or this Company	"The Company" or "This Company" means [SJVN Limited.] ²
Debenture²	"Debenture" includes debenture stock, bonds and any other securities of a company, whether constituting a charge on the assets of the company or not. ²
Dematerialisation²	"Dematerialisation" is the process by which shareholder/ debenture holder can get physical share/debenture certificates converted into electronic balances in his account maintained with the participant of a depository. ²

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Depository²	"Depository" shall mean a company formed and registered under the Companies Act, 1956 and which has been granted a certificate of registration to act as a depository under the Securities & Exchange Board of India Act, 1992. ²
Depository Act²	"Depository Act" means Depositories Act, 1996 or any statutory modification or re-enactment thereof. ²
Directors	"Directors" means the Directors for the time being of the Company or, as the case may be, Directors assembled at Board.
Dividend	"Dividend" includes [interim dividend] ² and bonus Shares.
Executor or Administrator	"Executor" or "Administrator" means a person who has obtained probate or Letters of Administration, as the case may be, from some competent Court.
Expression in the Act to bear the same meaning in Articles	Subject as aforesaid, any words or expression defined in the Act shall, except where the subject or context forbids, bear the same meaning in these Articles.
Gender	Words importing the masculine gender also include the feminine gender.
Government of India	"Government of India" means the Government of Sovereign Republic of India.
Government of Himachal Pradesh	"Government of Himachal Pradesh" means Government of the State of Himachal Pradesh.
Government Corporation	"Government Corporation" means (i) a Corporation established by the Government under any law in force for the time being, and (ii) a Government Company as defined in the Act.
The Governor	"The Governor" means the Governor of the State of Himachal Pradesh.
Lien²	"Lien" shall mean any right, title or interest existing or creating or purporting to exist or created by way of or in the nature of sale, agreement to sell, pledge, hypothecation, license, hire purchase, lease tenancy, mortgage, charge, co-ownership, trespass, squatting, attachment or other process of any court, tribunal, or authority, statutory liabilities which are recoverable by a sale of property or any other third party rights or encumbrance generally. ²
Marginal Notes	The marginal notes hereto shall not affect the construction hereof.
Month	"Month" means a calendar month.
Nathpa Jhakri Hydroelectric Project (NJHEP)	"Nathpa Jhakri Hydroelectric Project" means the generation component of the Nathpa Jhakri Hydroelectric Project proposed to be set up on the river Satluj in Districts of Kinnaur and Shimla in the State of Himachal Pradesh but does not include associated transmission system for evacuation of power.
Office	"Office" means the Registered Office for the time being of the Company.

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Person²	"Person" include any individual, company, firm, association trust or any other organization or entity, including and governmental or political subdivision, ministry, department or agency thereof. ²
Plural number	Words importing the plural number also include the singular number.
Postal Ballot²	"Postal Ballot" includes voting by shareholders by postal or electronic mode instead of voting by being present personally in a general meeting of the Company. ²
President	"The President" means the President of India.
Register²	"Register" means the Register of Members/Register of Debenture holders to be kept pursuant to provisions of the Act and also the Register and Index of beneficial owners maintained by the Depository(ies) under Section 11 of the Depositories Act, 1996. ²
Registered Owner²	"Registered Owner" means a Depository whose name is entered as such in the records of the Company. ²
Registrar	"Registrar" means the Registrar of Companies of the State in which the Registered Office of the Company is situated.
Rematerialisation²	"Rematerialisation" is the process of conversion of electronic holdings back into the physical form and issue of fresh share/debenture certificate(s) in favour of the share/debenture holder(s) ²
Seal	"Seal" means the Common Seal for the time being of the Company.
SEBI²	"SEBI" means the Securities & Exchange Board of India. ²
Security²	"Security" means shares in or debentures of the company, American/Global Depository Receipts, euro bonds and other foreign currency instruments and such other securities as may be specified by SEBI from time to time. ²
Singular Number	Words importing the singular number include the plural number.
Shares	"Shares" means the shares or stock into which the capital is divided and the interest corresponding with such shares or stock.
These Presents or Regulations	"These Presents" or "Regulations" means these Articles of Association as originally framed or altered from time to time and include Memorandum where the context so requires.
Writing	Writing shall include printing and lithography and any other mode of representing or reproducing words in a visible form.
Table 'A' not to apply	2. The Regulations in Table V-A' in the First Schedule to the Act, shall not apply to the Company except so far as the same are repeated or contained in or expressly made applicable by these Articles or by the Act.
Company to be Governed by these Articles	3. The Regulations for the management of the Company and for the observance of the members thereof and the representatives shall, subject as aforesaid and to any exercise of the statutory powers of the company in reference to the repeal or alteration of or addition to its Articles of Association by Special Resolution, as prescribed or permitted by the Act, be such as are contained in these Articles.

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Company is a Public Company²

4. "The Company" is a ["Public Limited Company"]²
 - a) [Deleted]²
 - b) [Deleted]²
 - c) [The Government of India and the Government of Himachal Pradesh are entitled to and shall subscribe to the equity of the Company in the proportion agreed to from time to time.]²
 - d) [Deleted]²

CAPITAL AND SHARES
Capital¹

Allotment of Shares²

5. The Share Capital of the Company is Rs. 7000 crore (Rupees Seven thousand crore only) divided into 7,00,00,00,000 Equity Shares of Rs. 10/- each.¹
6. Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provisions of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and subject to the provisions of section 77A of the Act with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid-up shares and if so issued shall be deemed to be fully paid shares.
Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.²

CERTIFICATES

Members' right to Certificates²

7. Subject to the requirements of Listing Agreement and the bye-laws of the Stock Exchanges, every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the Shares/ Debentures of each class or denomination registered in his name, or if the Directors so approve (upon paying such fees as the Directors may from time to time determine) to several certificates, each for one or more of such Shares/Debentures and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment unless the conditions of issue thereof otherwise provide, or within [two]³ month of the receipt of application of registration of transfer, transmission, sub-division,

¹ The Authorised Share Capital of the Corporation was increased from Rs.1,000 crore to Rs. 2,200 crore vide EGM held on 6th June, 1997 and further increased to Rs. 4,500 crore vide 11th AGM held on 20th September, 1999. Vide 21st AGM held on 10th September 2009 Authorised Share Capital was further increased to Rs. 7,000 crore and face value of Shares was sub-divided from Rs.1000/- per share to Rs. 10/-per Share.

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

consolidation or renewal of any of its Share/Debentures, as the case may be. Every certificate of Shares/ Debenture shall be under the seal of the company and shall specify the number and distinctive numbers of Shares/Debentures in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe or approve, provided that in respect of a Share(s)/debenture(s) held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of Shares/ Debentures to one of several right holders shall be sufficient delivery to all such holders.

Provided that in case of securities held by the Member/ Bond/ Debenture holder in dematerialised form, no Share/ Bond / Debenture Certificate(s) shall be issued.²

Issue of new Certificate in place of one defaced, lost, or destroyed.²

8. If any security certificate be worn out, defaced mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, [then]³ upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate be lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate being given a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the Articles shall be issued without payment of fees [if the Directors so decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.]³

Provided that notwithstanding what is stated above, the Directors shall comply with such Rules or Regulations or requirements of any Stock Exchange or the Rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.²

[The provision of this Article shall mutatis mutandis apply to debentures of the company.]³

CALLS ON SHARES/ DEBENTURES²

Calls on shares/ Debentures²

- 8A The Board of Directors may from time to time, make calls upon the members or debenture-holders in respect of any moneys unpaid on their shares or debentures and specify the time or times of payments and each member or debenture holder shall pay to the Company at the time or times so specified the amount called on his shares/debentures.

Provided however that the Directors may from time to time at their discretion extend the time fixed for the payment of any call.²

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

When Interest on Calls payable²

8B If the sum payable in respect of any call be not paid on or before the day appointed for payment thereof the holder for the time being or allottee of the share/ debenture in respect of which a call shall have been made, shall pay interest on the same at such rate as the Board of Directors shall fix, from the day appointed for the payment thereof to the day of actual payment, but the Board of Directors may waive payment of such interest wholly or in part.²

Calls paid in Advance ²

8C The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, [as the member paying such sum in advance and the Directors agree upon]³ provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.

The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.²

LIEN²

Company Lien on all shares or debentures ²

- 8D (a) The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares / debentures and in case of partly paid shares / debentures the company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares/ debentures) registered in the name of each member/ debentureholder (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share/ debenture shall be created except upon the footing and condition that this Article will have full effect. Any such lien shall extend to all dividends, bonuses and interest from time to time declared / accrued in respect of such shares / debentures. Unless otherwise agreed the registration of a transfer of shares / debentures shall operate as a waiver of the company's lien, if any, on such shares/debentures. The Directors may at any time declare any shares / debentures wholly or in part to be exempt from the provisions of this clause.
- (b) The Company may sell, in such manner as the Board thinks fit, any shares or debentures on which the Company has a lien provided that no sale shall be made :
- (i) Unless a sum in respect of which the lien exists is presently payable, or
 - (ii) Until the expiration of 14 days after a notice in writing stating and demanding payment of such part of the amount in

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or debenture or the person entitled thereto by reason of his death or insolvency.

- (c) (i) To give effect to any such sale the Board may authorise some persons to transfer the shares or debentures sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of shares or debentures comprised in any such transfer.
- (d) (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 be subject to a lien for sums not presently payable as existed upon the shares or debentures before the sale be paid to the person entitled to the shares or debentures at the date of the sale.²

FORFEITURE²

Forfeiture of Shares/ Debentures ²

- 8E (i) If a member or debenture-holder fails to pay any call or the allotment money which was deferred or kept as term deposit as a condition of subscription or instalment 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 allotment money or instalment remains unpaid serve a notice on him requiring payment of so much call or instalment as is unpaid, together with any interest which may have accrued.
- (ii) 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 or debentures in respect of which the call was made will be liable to be forfeited.
 - c) If the requirements of any such notice as aforesaid are not complied with any share or debenture 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.
- (iii) A forfeited share or debenture may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (iv) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.²

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Effect of forfeiture ²

- 8F (i) A person whose shares or debentures have been forfeited shall cease to be a member or holder in respect of the forfeited shares or debentures, but shall notwithstanding the forfeiture, remain liable to pay to the Company all moneys which, at the date of forfeiture, were presently payable by him to the company in respect of the share or debenture.
- (ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares or debentures. ²

Declaration and other provisions of forfeiture ²

- 8G (i) A duly verified declaration in writing that the declarant is a Director, Manager or the Secretary of the Company, and that a share or debenture in the Company has been duly forfeited on the 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 or debenture.
- (ii) The Company may receive the consideration, if any, given for the share or debenture on any sale or disposal thereof and may execute a transfer of the share or debenture in favour of the persons to whom the share or debenture is sold or disposed of.
- (iii) The transferee shall thereupon be registered as the holder of the share or debenture.
- (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 or debenture be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share or debenture.
- (v) The provision of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the term of issue of a share or debenture, becomes payable at a fixed time, whether on account of the nominal value of the share or debenture or by way of premium, as if the same had been payable by virtue of a call duly made and notified.²

Surrender of Shares/ Debentures ²

- 8H The Board may accept from any shareholder/ debenture-holder on such terms and conditions as shall be agreed a surrender of all or any of his shares/ debentures. ²

REGISTER & INDEX**Register and Index of Members/ Debentureholders ²**

- 8I The Company shall cause to be kept at its Registered Office or at such other place as may be decided by the Board of Directors, the Register and Index of Members/ Debenture Holders in accordance with section 150 and 151 and other applicable provisions of the Companies Act, 1956 and the Depositories Act, 1996 with the details of Shares/Debentures held in physical and dematerialised form in any medium as may be permitted by law including in any form of electronic medium.

The Register and Index of Beneficial Owner maintained by a Depository under section 11 of the Depositories Act, 1996 shall also deemed to be the Register and Index of Members/ Debentureholders for the purpose of the Companies Act, 1956 and any amendment or re-enactment thereof. The Company shall have power to keep in any State or Country outside India, a Register of Members/Debenture holders for the resident in that State or Country.²

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Buy Back of Shares⁴

- 8J Notwithstanding anything contained in these Articles, in accordance with the applicable provisions of Companies Act 1956 and SEBI (Buy back of Securities) Regulations 1998 as may be amended from time to time, the Company may Buy back its own shares as it may think necessary, subject to such limits, upon such terms & conditions, and subject to such approvals as may be prescribed/ required in terms of the provisions of the Law⁴

TRANSFER AND TRANSMISSION OF SECURITIES

Transfer and Transmission of Securities²

9. (a) Subject to the provisions of the Listing Agreements between the Company and the Stock Exchanges, in the event that the proper documents have been lodged, the Company shall register the transfer of securities in the name of the transferee except;
- (i) When the transferee is in exceptional circumstances, not approved by the Directors in accordance with the provisions contained herein;
 - (ii) When any statutory prohibition or any attachment or prohibitory order of a competent authority restrains the Company from transferring the securities out of the name of the transferor; when the transferor objects to the transfer provided he serves on the company within a reasonable time a prohibitory order of a court of competent jurisdiction.
- (b) [Subject to the provisions of Section 111A, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in shares or debentures of the Company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal..Provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other or persons indebted to the Company on any account whatsoever except when the Company has a lien on the shares.]³
- (c) The instrument of transfer [deleted]³ shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.
- (d) No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.
- (e) A common form of transfer of shares or debentures as the case may be, shall be used by the Company.²

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

⁴ Provisions Inserted vide 24st AGM held on 3rd September 2012.

Register of Transfer	10. The Company shall keep the Register of Transfer of Shares and [Transfer of Debentures] ² and therein enter the particulars of several transfers or transmission of any share or [debenture] ²
Execution of Transfer	11. The instrument of transfer of any share or [debenture] ² in the company shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain holder of the share or debenture until the name of the transferee is entered in the Register of Members or [debenture-holder] ² in respect thereof.
Nomination²	<p>11A (i) Every Share/ Bond/ Debentureholder and a Depositor under the Company's Public Deposit Scheme (Depositor) of the Company may at any time, nominate in the prescribed manner, a person to whom his Shares/Bonds/Debentures or deposits in the company shall vest in the event of his death.</p> <p>(ii) Where the Shares or Bonds or Debentures or Deposits in the Company are held by more than one person jointly, the joint holder may together nominate, in the prescribed manner, a person to whom all the rights in the shares or bonds or debentures or deposits in the company, as the case may be, shall vest in the event of death of all the joint holders.</p> <p>(iii) Notwithstanding anything contained in any other law for the time being in force or in disposition, whether testamentary or otherwise, in respect of such Shares/ Bonds/Debentures or Deposits in the Company, where a nomination made in the prescribed manner purport to confer on any person the right to vest the Shares/Bonds/ Debentures or Deposits in the Company, the nominee shall on the death of the Share/Bond /Debentureholder or a Depositor, as the case may be, on the death of the joint holders become entitled to all the rights in such Shares/Bonds/Debentures or deposits, as the case may be, all the joint holders in relation to such Shares/Bonds/ Debentures, or Deposits , to the exclusion of all persons, unless the nomination is varied, cancelled in the prescribed manner.</p> <p>(iv) Where the nominee is a minor, it shall be lawful for the holder of the Shares/Bonds/Debentures or deposits, to make the nomination to appoint, in the prescribed manner, any person to become entitled to Shares/Bonds/ Debentures or deposits in the Company, in the event of his death, during the minority. ²</p>
Transmission of Securities by Nominee²	<p>11B A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either-</p> <p>(i) to be registered himself as holder of the Share/Bond/ Debenture or Deposits, as the case may be; or</p> <p>(ii) to make such transfer of the Share/Bond/Debenture or deposits, as the case may be, as deceased Share/Bond/ Debentureholder or Depositor could have made;</p> <p>(iii) if the nominee elects to be registered as holder of the Share/Bond/Debenture or Deposits, himself, as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased Share/Bond/Debentureholder or Depositor, as the case may be;</p>

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

- (iv) a nominee shall be entitled to the same dividends and other advantages to which he would be entitled to, if he were the registered holder of the Share/Bond/Debenture or Deposits except that he shall not, before being registered as a member in respect of his Share/Bond/ Debenture or Deposits be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

Provided further 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/Bond/Debenture or Deposits , and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the Share/Bond/ Debenture or deposits, until the requirements of the notice have been complied with.²

Transmission of Securities

12. Nothing contained in Article 9 shall prejudice any power of the Company to register as shareholder [/ debentureholder]² any person to whom the right to any share [/ debenture]² in the Company has been transmitted by operation of law.

DEMATERIALISATION OF SECURITIES²

Dematerialisation of Securities²

- 12A a) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise or dematerialise its shares, debentures and other securities (both present and future) held by it with the Depository and to offer its shares, debentures and other securities for subscription in a dematerialised form pursuant to the Depositories Act, 1996 and the Rules framed thereunder, if any.²

Option for Investor²

- b) Every person subscribing to securities offered by the Company shall have the option to receive the security certificates or to hold the securities with a Depository. Such a person who is the beneficial owner of securities can at any time opt out of a Depository, if permitted by law, in respect of any security and the Company shall, in the manner and within the time prescribed provided by the Depositories Act, 1996 issue to the beneficial owner the required Certificates of Securities.

If a person opts to hold his security with a depository, then notwithstanding anything to the contrary contained in the Act or in these Articles, the Company shall intimate such Depository the details of allotment of the security and on receipt of the information, the Depository shall enter in its record the name of the allottee as the beneficial owner of the security.²

Securities in Depositories to be in fungible form²

- c) All securities held by a Depository shall be dematerialised and shall be in fungible form. Nothing contained in Section 153 of the Act. shall apply to a Depository in respect of securities held by it on behalf of the beneficial owners.²

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Rights of Depositories and beneficial owners²

- d) (i) Notwithstanding anything to the contrary contained in the Act or in these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.
- (ii) Save as otherwise provided in (i) above, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- (iii) Every person holding securities of the company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a member/debentureholder, as the case may be, of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a Depository.²

Service of documents²

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

Transfer/Transmission of securities held in Demat form²

- f) Nothing contained in the Act or in these Articles, shall apply to a transfer or transmission of Securities where the company has not issued any certificates and where such Shares or Debentures or Securities are being held in a electronic and fungible form in a Depository. In such cases the provisions of the Depositories Act, 1996 shall apply.²

Allotment of Securities dealt with in a Depository²

- g) Notwithstanding anything to the contrary contained in the Act or these Articles, after any issue where the securities are dealt with by a Depository, the company shall intimate the details thereof to the depository immediately on allotment of such securities.²

Distinctive numbers of Securities held in a Depository²

- h) Nothing contained in the Act or in these Articles regarding the necessity of having distinctive number for securities issued by the Company shall apply to securities held by a Depository. ²

INCREASE, REDUCTION AND ALTERATION OF CAPITAL

Increase of Capital

13. Subject to the provisions of the Act the Company in General Meeting, may increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.²

Terms of Issue of Debentures²

- 13A Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution.

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

On what conditions new shares may be issued

14. New shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation whereof shall direct. Provided that no shares (not being preference share) shall be issued carrying voting rights or rights in the company as to dividend, capital or otherwise, which are disproportionate to the rights attaching to the holders of other shares (not being preference shares).²

Further Issue of Shares²

- 14A1. Where at the time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares either out of the unissued capital or out of the increased share capital then :
- (a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion as near as circumstances admit, to the capital paid-up on that shares at the date.
 - (b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of the offer and 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 them [or any of them in favour of any other person and the notice referred to]³ in sub clause (b) hereof shall contain a statement of this right. [deleted]³
 - (d) After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner [as they think most beneficial to the company]³ and to such person(s) as they may think, in their sole discretion, fit.²
2. Notwithstanding anything contained in sub-clause(1) hereof, the further shares aforesaid may be offered to any person (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof in any manner whatsoever:
- (a) If a special resolution to that effect is passed by the Company in General Meeting, or
 - (b) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the general meeting (including the casting vote, if any, of the chairman) by the members who, being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company.²
3. Nothing in sub-clause (c) of (1) hereof shall be deemed :
- (a) To extend the time within which the offer should be

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

	accepted; or
	(b) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation. ²
	4. Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debenture issued or loans raised by the Company:
	(i) To convert such debentures or loans into shares in the Company; or
	(ii) To subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise)
	Provided that the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term :
	(a) either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with the rules, if any, made by that Government in this behalf; and
	(b) in the case of debentures or loans or other than debentures issued to or loans obtained from Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or raising of the loans. ²
When to be offered to existing members	15. The new shares (resulting from an increase of capital as aforesaid) may be issued or disposed of in accordance with the provisions of Article 6.
New Shares to be Same as original Capital	16. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation, of new shares shall be considered, part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, voting and otherwise.
Reduction of Capital	17. Subject to the provision of Section 100-104 of the Act, the Company may, from time to time, by Special resolution, reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or is superfluous or by reducing the liability on the shares or otherwise as may deem expedient, and capital may be paid off upon the footing that it may be called upon, again or otherwise, and the Board may, subject to the provisions of the act, accept surrenders of shares. ²
Sub-Division and consolidation of shares	18. Subject to the provisions of the Act the Company in a General Meeting, may from time to time sub-divide or consolidate its shares or any of them and exercise any of the other powers conferred by Sub-Section (i) (a) to (e) of Section 94 of the Act, and shall file with the Registrar such notice in exercise of any such powers as may be required by the Act. ²

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

**Payment of
Commission²**

18A Subject to provision of Section 76 of the Act, the Company may at any time pay a commission/ incentive to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures in the company or procuring or agreeing to procure subscription (whether absolute or conditional) for any shares or debenture in the company, but so that the commission shall not exceed in the case of shares five percent of the price at which the shares are issued and in case of debentures two and a half percent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or allotment of fully or partly paid shares/debentures or partly in one way and partly in the other.²

Payment of Brokerage²

18B The Company may pay a reasonable and lawful sum of brokerage or fee in lieu of brokerage.²

BORROWING POWERS

Powers to borrow

19. Subject to the provisions of Section 58A, 292 and 293 of the Act, and Government Guidelines issued from time to time, the Board may by means of resolution passed at meetings of the Board from time to time, accept deposits or borrow and/or secure the payment of any sum or sums of money for the purpose of the Company.²

**Issue at discount etc, or
with Special privileges**

20. Subject to section 79 and 117 of the Act, any bonds may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings and allotments of shares.²

GENERAL MEETINGS

**Notice of General
meetings**

21. At least twenty one clear days notice in writing, specifying the place, day and hour of general meetings with a statement of the business to be transacted at the meeting shall be served on every member in the manner provided by the Act. But with the consent, in writing, of all the members entitled to receive notice of same, any general meeting may be convened by such shorter notice and in such shorter notice and in such manner as those members may think fit.

**Omission to give notice
not to invalidate a
resolution passed**

22. The accidental omission to give notice to or the non-receipt thereof by any member shall not invalidate any resolution passed at any such meetings.

**Quorum for General
Meetings**

23. [Five]² members present in person shall be quorum for a general meeting of the Company.

**Chairman of General
Meeting**

24. The Chairman or in his absence the Vice-Chairman of the Board of Directors shall be entitled to take the Chair at every general meeting but if neither the Chairman nor the Vice-Chairman is to be present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act as Chairman, the members present shall choose, another Director as Chairman and, if no Director shall be present, or if all the Directors present decline to take the Chair, then the members present shall choose one of the members to be Chairman.

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

**Chairman's decision
conclusive**

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

VOTES OF MEMBERS

Votes

26. Every member entitled to vote and present in person or by proxy shall have one vote on a show of hands and upon a poll one vote for each share held by him.

Postal Ballot ²

- 26A Notwithstanding anything contained in the Articles of the Company, the Company do adopt the mode of passing resolutions by the members of the Company by means of Postal Ballot(which includes voting by electronic mode) and/or other ways as may be prescribed in the Companies (Passing of Resolution by Postal Ballot) Rules, 2001 in respect of the matters specified in said rules as modified from time to time instead of transacting such business in a general meeting of the company subject to compliances with the procedure for such postal ballot and/or other requirements prescribed in the rules in this regard.²

**Votes in respect of
shares of deceased
member**

27. Any person entitled under the transmission clause to transfer any shares may vote at a general meeting, in respect thereof as he was the registered holder of such shares provided that at least 72 hours before the time of holding the meeting or adjourned meeting as the case may be, at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Form of proxy

28. Every instrument of proxy for a specified meeting or otherwise shall as nearly as circumstances will admit, be in the form or to the effect following :

SJVN LIMITED

I _____ a member of _____ do hereby appoint _____ of _____ (or failing him) _____ of _____ as my proxy to attend and vote for me and on my behalf at the Annual/Extraordinary General Meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.

Signed by the said _____.

**Company not bound to
recognize any interest in
shares other than that of
the registered holders**

29. Save as herein otherwise provided, the Directors shall be entitled to treat the person whose name appears on the register of members as the holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a Court of competent jurisdiction or as by law required) be bound to recognize any benami trust or equitable contingent or other claim to or interest in such share on the part of any person whether or not it shall have expressed or implied notice thereof.

BOARD OF DIRECTORS

**Company to be
managed by a Board of
Directors**

30. The business of the Company shall be managed by a Board of Directors.

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Number of Directors

31. The President shall, from time to time, determine the number of Directors of the Company which shall not be less than six(6) and not more than fifteen(15). Some of the Directors may be whole-time functional Directors and others may be part-time Directors depending upon the requirement from time to time. [One of the part-time Directors shall be nominated by the Governor.]³

[Provided the number of Independent directors in any case shall not be less than 50% of the actual strength of the Board.]²

Appointment of Board of Directors

32. a) The Chairman, the Vice-Chairman and all other members of the Board of Directors (except part-time Directors) shall be appointed by the President.
Till the time Directors are appointed, the Subscribers shall be deemed to be Directors of the Company.
- b) The part-time Directors shall be appointed by the President from time to time, as provided for in Article 31 supra.
- c) The President may from time to time, appoint the Chairman or any of the Directors to the office of the Managing Director(s) of the Company for such term and remuneration (whether by way of salary or other- wise) as he may think fit. Any such Chairman/ Director appointed to any such office shall, If he ceases to hold the office of Chairman/Director from any cause, Ipsofacto, immediately cease to be Managing Director(s).

Terms and Conditions of appointment of Board of Directors

33. a) The Directors shall be paid such salary and/or allowance as the President may, from time to time, determine. Subject to the provisions of Section 314 of the Act, such reasonable additional remuneration, as may be fixed by the President, may be paid to any one or more of the Directors for extra or special services rendered by him or them or otherwise;
- b) The Chairman will be appointed subject to such terms, and conditions as may be determined by the President.
- c) Two-third (any fraction to be rounded off to the next number) Directors of the Company shall be persons whose period of office shall be liable to determination by rotation and save as otherwise expressly provided in the Act, be appointed by the Company in General Meeting.

At every Annual General Meeting of the Company held next after the date of General Meeting in which first Directors are appointed, in accordance with section 255 of the Act, one-third of such Directors for the time being liable to retire by rotation or if their number is not three or a multiple of three, than the number nearest to one-third, shall retire from office.

Directors to retire by rotation at every Annual General Meeting shall be those(other than the Chairman cum Managing Director of the Company and such other non-retiring Directors, if any) who have been longest in Office since their last appointment but as between persons who become Directors on the same day, those who are to retire shall, unless otherwise agreed among themselves, by determined by lot.

A retiring Director shall be eligible for re-election. The Company at

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

the Annual General Meeting in which Director retires, may fill-up the vacated office by appointing the retiring Directors or some other person thereto.

If the place of retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, at the same time and place, and if at the adjourned meeting also, the place of retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless;

- (i) at that meeting or at the previous meeting, a resolution for the re-appointment of such Director has been put to the meeting and lost.
 - (ii) The retiring Director has by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed.
 - (iii) he is not qualified or is disqualified for appointment.
 - (iv) A resolution, whether special or ordinary, is required for his appointment by virtue of any provisions of the Act.
 - (v) The proviso to sub-section (2) of Section 263 is applicable to the case. ²
- d) A Director representing a Ministry of the Government of India or any Administrative Department of the Government of Himachal Pradesh shall retire on his ceasing to be an officer of that Ministry/Administrative Department.
- e) The President may, at any time, remove any part-time Director, from office of his absolute discretion. However, the President shall consult the Governor in cases where such part-time Director was appointed from the nominations received from the Governor. Chairman and whole-time functional Directors may be removed from office by the President in accordance with the terms of appointment or if no such terms are specified, on the expiry of three months' notice issued in writing by the President, or with immediate effect on payment of the pay in lieu of the notice period.
- f) The President shall have the right to fill any vacancy of the office of the Directors including Chairman & Managing Director appointed by him, caused by removal, resignation, death or otherwise and to substitute any Director, including Chairman in place of existing Director.²

Alternate Director

34. In place of a Director who is out of India or is about to go out of India and who expects to be absent for not less than three months from the State in which meetings of the Board are ordinarily held, the President may appoint, in consultation with the Chairman of the Company, any person to be an Alternate Director during his absence out of India or his absence for not less than three months from the State in which the meetings of the Board are ordinarily held and such appointee, whilst he holds office as an Alternate Director, shall be entitled to notice of

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

meetings of the Board and to attend and to vote thereat accordingly.

Delegation of Powers

35. Subject to the provisions of Sections 292 and 293 of the Act, the Board may, from time to time, entrust and confer upon the Chairman, Managing Director, Director for the time being, such of the powers as it may think fit and may confer such powers for such time and to be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as it may think expedient and may, from time to time, revoke, withdraw, alter or vary all or any such powers.

Powers subject to Guidelines/ regulations for Mini Ratna/ Nav Ratna Companies²

- 35A The Board/ Chairman shall exercise all such Powers as are applicable to Mini Ratna companies and all such powers as applicable to Nav Ratna, upon such status as and when bestowed subject to adherence of to the stipulations, guidelines, notifications, circulars as may be issued from time to time by the Department of Public enterprises or any other Department of the Government of India governing the status of Mini Ratna/ Nav Ratna companies.²

Powers of Chairman

36. a) The Chairman shall reserve for decision of the President, any proposals or decisions of the Board of Directors or any matter brought before the Board which raises, in the opinion of the Chairman, any important issue and which is on that account fit to be reserved for the decision of the President (who shall decide in consultation with the Governor where considered necessary), and no decision on such an important issue shall be taken in the absence of the Chairman appointed by the President.
- b) Without prejudice to the generality of the above provision, the Board shall reserve for the decision of the President any matter related to ;
- (i) [Deleted]²
 - (ii) Agreement involving foreign collaboration proposed to be entered into by the Company.
 - (iii) The Company's revenue budget in case there is an element of deficit which is proposed to be met by obtaining funds from the Government.
 - (iv) The annual and five year annual plans for development of the Company's capital budget.
 - (v) Winding up of the Company.
 - (vi) Sale, lease, disposal or otherwise of the whole or substantially the whole of the undertaking of the Company.
 - (vii) [Deleted]²

Powers of President to issue directives

37. Notwithstanding anything contained in all these Articles, the President may, from time to time, issue such directives or Instructions as may be considered necessary in regard to conduct of business and affairs of the Company and in like manner may vary and annul any such directive or Instruction. The Directors shall give immediate effect to the directives or instructions so issued. In particular, the President shall have the powers;
- (i) To give directives to the Company as to the exercise and performance of its functions in matters involving national security or substantial public interest.
 - (ii) To call for such returns, accounts and other information with respect to the property and activities of the Company as may be required from time to time.

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

- (iii) To provide wholly or partly-owned Company(ies) or subsidiary(ies) including participation in their share capital irrespective of the sources from which the operations of such companies are to be financed.
- (iv) To determine in consultation with the Board annual, short and long term financial and economic objectives of the Company.
- (v) To take decisions regarding entering into partnership and/ or regarding arrangements for sharing profits.

Provided that all directives issued by the President shall be in writing addressed to the Chairman. The Board shall, except where the President considers that the interest of national security requires otherwise, incorporate the contents of directives issued by the President in the annual report of the Company and also indicate its impact on the financial position of the Company.

Director/ Officers may be Directors of Companies promoted by the Company	<p>38. No action shall be taken by the Company in respect of any proposal or decision of ,the Directors reserved for the approval of the President until his approval to the same has been obtained. The President shall have the power to modify such proposal or decision of the Directors.</p> <p>39. A Director or any officer of this company may be or may become, a Director or member of any Company promoted by this Company or in which it may be interested as a vendor, member or otherwise and no such director shall be accountable for any benefits received as director or member of such company.²</p>
Omission to give notice	<p>40. The accidental omission to give notice of any meeting of the Directors to a Director shall not invalidate any resolution passed at any meeting.</p>
Questions at Board meeting how decided	<p>41. A Director may at any time convene a meeting of Directors. Questions arising of any meeting shall be decided by a majority of votes and in case of an equality of votes, the Chairman shall have a second or casting vote.</p>
Who is to preside at the meetings of the Board	<p>42. All meetings of the Directors shall be presided over by the Chairman, if present, or in his absence by the Vice-Chairman, if present. If at any meeting, both the Chairman and the Vice-Chairman are not present at the time appointed for holding the same, the Directors shall choose one of the Directors then present to preside at the meeting.</p>
Quorum for Board Meetings²	<p>42A The quorum necessary for the transaction of business of the Directors shall be one third of the total strength of Directors (any fraction contained in that one third being rounded off as one) or two Directors whichever is higher as provided in Section 287 of the Act.²</p>
Board may set up Committees	<p>43. The Board may, subject to the provisions of Sections 292 of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit, and it may from time to time, revoke such delegation. Any Committee, so formed, shall, in the exercise of the powers so delegated, conform to any regulations that may, from time to time, be imposed on it by the Directors. The proceedings of such a Committee shall be placed before the Board of Directors at its next meeting [or in a subsequent meeting of the Board held within a period of three months].²</p>

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Meetings of Committees, how to be governed	44. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions of the Act for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.
Chairman of meetings of Committees	45. A committee may elect a Chairman at its meetings, if no such Chairman is elected, or if at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the same, the members present may choose one of the members to be Chairman of the meeting.
General Powers of the Board	46. The Board of Directors may pay all expenditure incurred in setting up and registering the Company.
Specific powers given to Directors	47. Subject to the provisions of the Act and without prejudice to the general powers conferred by these Articles, the Directors shall have the following powers, that is to say, powers :-
To make bye-laws	(i) To make, vary and repeal, from time to time, bye-laws for the regulation of the business of the Company, its officers and servants;
To pay and charge interest etc.	(ii) To pay and charge to the capital account of the company interest lawfully payable thereat under the provisions of the Act;
To acquire property	(iii) To purchase, take on lease or otherwise acquire for the Company property, rights or privileges which the company is authorised to acquire at such price and generally on such terms and conditions as they think fit;
To pay for property in debentures	(iv) To pay for any property or right acquired by or services rendered to the Company, either wholly or partially in cash, or in shares bonds, debentures, debenture stock or in shares that may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, debenture stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged;
To secure contracts by mortgage	(v) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they think fit;
To refer to arbitration	(vi) To refer any claim or demand by or against the Company to arbitration and observe and perform the awards;
To Invest money	(vii) To Invest and deal with any of the moneys of the Company in any currency not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit and from time to time to vary or realise such investment, subject to compliance of RBI and Government guidelines as issued from time to time. ²

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

To give bonus

(viii) To provide for the welfare of the employees or ex-employees of the Company or of its predecessors in business and the wives, widows and families and the dependents of such employees or ex-employees by building or contributing to the building of houses, dwellings or chawls or by grants of money, allowances, bonuses, profit sharing bonuses or benefits of any other kind or by creating and from time to time subscribing or contributing to provident and other association, institution funds, profits sharing or other scheme or trusts or by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendances and any other form of assistance, welfare or relief as the Directors shall think fit;

To create Provident Fund

To subscribe to other funds

(ix) To subscribe or otherwise to assist or to guarantee money to scientific institutions or objects;

To create Depreciation and other funds

(x) To set aside before recommending any dividend out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, reserve or to reserve fund to meet contingencies or Insurance fund or any special or other fund to meet contingencies or to repay redeemable preference shares and for special dividends and for equalising dividends and for repairing and replacement, improving, extending and maintaining any part of the properties of the Company and for such other purposes (including the purposes referred to in the sub clause ix) as the Directors may, in their absolute discretion think conducive to the interest of the Company and to invest the several sums so set aside or so much thereof as required to be invested upon such investments (Subject to the restriction imposed by the Act) as the Directors may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Directors (Subject to such restriction as aforesaid) in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Directors apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the Company might rightly be applied or expended and to divide the Reserve Fund into such special funds as the Directors may think fit and to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Redeemable Preference Shares and that without being bound to keep the same separate from the other assets and without being bound to pay or allow interest on the same with power, however, to the Directors at their discretion to pay or allow to credit such fund interest at such rate as the Directors may think proper, not exceeding six percent per annum;

To create posts

(xi) To create such posts, other than those to which appointment is made by the President as he may consider necessary, for the efficient conduct of the Company's affairs and to determine the scale of pay and other terms thereof except for post(s) immediately below the Board level for whom the scale of pay

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

and other terms will be decided by the President;

To appoint Officers

(xii) Subject to Article (36) (b) (vii), to appoint and at its discretion remove or suspend all such Officers and employees from permanent, temporary or special services as it may, from time to time, think fit and to determine their powers and duties and fix their salaries or emoluments and require security in such instances and to such amounts as it may think fit and also without prejudice as aforesaid from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India in such manner as it thinks fit;

(xiii) Subject to Section 292 of the Act, to sub-delegate all or any of the powers, authorities and discretion for the time being vested in the Directors, subject, however, to the ultimate control and authorities being retained by it.

Authority to Sub-delegate Powers

(xiv) Any such delegate or attorney as aforesaid may be authorised by the Directors to sub-delegate all or any of the power, authorities and discretion for the time being vested in them; and

To lend money

(xv) To lend moneys to subsidiaries and associated organisations, on such terms and conditions as they may consider desirable.

Formation of Joint Venture/ Subsidiary Companies²

(xvi) To establish joint ventures and subsidiary companies in India or abroad subject to compliance of Government Guidelines issued from time to time.²

THE SEAL

The seal and its custody

48. a) The Board of Directors shall provide a common seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof. The Board of Directors shall provide for the safe custody of the seal.

Issue of the seal

b) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorized by it in that behalf and except in the presence of at least two Directors and of Secretary or such other persons as the Board may appoint for the purpose and those two Directors or such other persons as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. [A Director(s) may, however sign a share/debenture certificate by affixing his signature(s) thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the Director(s) shall be responsible for the safe custody of such machine equipment or other metal used for the purpose.]²

DIVISION OF PROFITS AND DIVIDEND

Division of profits

49. (i) The profits of the Company available for payment of dividend subject to any special rights relating thereto created or authorised to be created by these presents and subject to the provisions of the Act and these presents as to the reserve fund and amortisation of capital shall be divisible among the members in proportion to the amount of capital paid-up by them respectively. Provided always that (subject as aforesaid)

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

any capital paid-up on a share during the period in respect of which a dividend is declared shall only entitle the holder of such share to an apportioned amount of such dividend as from the date of payment.

- (ii) No dividend shall be declared or paid by the company for any financial year except out of profits of the company for that year arrived after providing for the depreciation in accordance with the provisions of sub-section (2) of section 205 of the Act or out of profits of the company for any previous financial year or years arrived after providing for the depreciation in accordance with applicable laws and remaining undistributed or out of both or out of moneys provided by the government for the payment of dividend in pursuance of a guarantee given by the government. No dividend shall carry interest against the Company.
- (iii) For the purpose of the last preceding article, the declaration of the dividend as to the amount of the profits of the company shall be conclusive.
- (iv) Subject to the provisions of section 205 of the Act as amended, no dividend shall be payable except in cash..
- (v) A transfer of shares shall not pass the right to any dividend declared thereon after transfer and before the registration of the transfer.
- (vi) Any one of the several persons who are registered as the joint holders of any shares, may give effectual receipts for all dividends and payments on account of dividends in respect of such shares.
- (vii) Unless otherwise directed any dividend may be paid by cheque or demand draft or warrant or such other permissible means to the registered address of the member or person entitled or in the case of joint holding, to the registered address of that one whose name stands first in the register in respect of the joint holding and every cheque, demand draft or warrant so sent shall be made payable to the member or to such person and to such address as the shareholder or the joint shareholders in writing may direct.²

Unpaid or Unclaimed dividend²

49A [Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the company in that behalf in any scheduled bank, to be called “_____ Unpaid Dividend Account”

Any money transferred to the unpaid dividend account of a company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the company to the Fund known as Investor Education and Protection Fund established under section 205C of the Act.

No unclaimed or unpaid dividend shall be forfeited by the Board.]³

The Company in General Meeting may declare a dividend

50. The Company in a General Meeting may declare a dividend to be paid to the members according to their respective rights and interest in the profits and may fix the time for payment but no dividend shall exceed the amount recommended by the Board.

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Interim Dividend

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

ACCOUNTS

Inspection by members of accounts and books of the Company

52. The Directors shall, from time to time, determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to inspection of the members not being Directors but 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 authorised by the Board or by the Company in General Meeting.

AUDIT

Accounts to be audited annually

53. Once at least in every financial year the account of the Company shall be examined and the correctness of the profit and loss accounts and Balance sheet ascertained by one or more auditors.

Appointment of Auditors

54. The auditor / auditors of the Company shall be appointed or reappointed by the Government of India on advice of the Comptroller and Auditor General of India, in accordance with the provisions of Section 619 of the Act.

Powers of the Comptroller and Auditor General

55. The Comptroller and Auditor General of India shall have power :
- (i) To direct the manner in which the Company's account shall be audited by the Auditor/Auditors appointed in pursuance of Article 54 hereof and to give such Auditor/Auditors instructions in regard to any matter relating to the performance of his/their functions as such; and
 - (ii) To conduct a supplementary or test audit of the Company's accounts by such person or persons as he may deem fit on his behalf and, for the purpose of such audit, to require information or additional information to be furnished to any person or persons and in such form as the Comptroller and Auditor General may, by general or special order, direct.
 - (iii) The auditor/auditors aforesaid shall submit a copy of his/ their audit report to the Comptroller and Auditor General of India who shall have the right to comment upon or supplement the audit report in such manner, as he may think fit;
 - (iv) Any such comment upon or supplement to the Audit Report shall be placed before the Annual General Meeting of the Company in the same manner as the Audit Report.

Auditor's right to attend meetings

56. The Auditors of the Company shall be entitled to receive notice of and to attend any General Meeting of the Company at which any accounts which have been examined or reported on by them are to be laid before the Company and may make any statement or explanation they desire with respect to the accounts.

When accounts to be deemed finally settled.

57. Every account of the Company when audited and [adopted in]² a general meeting shall be conclusive.

NOTICE

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

**Notice on persons
acquiring shares on
death or insolvency of
members**

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

WINDING UP

Distribution of assets

59. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up, the assets available for distribution among the members shall be more than sufficient to repay the whole of the paid up capital such assets shall be distributed amongst the members in proportion to the original paid up capital as the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

SECRECY

Secrecy Clause

60. No member shall be entitled to visit or inspect the Company's work without the permission of a Director or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors, will be inexpedient in the interest of the members of the Company to communicate to the public.

INDEMNITY AND RESPONSIBILITY

**Director's and others
right to indemnity**

61. a) Subject to the provisions of section 201 (1) of the Companies Act, every Director, Manager, Auditor, Secretary or other Officer or employee of the Company shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses (including travelling expenses) which any such Director, Manager, Officer or employee may incur or become liable to by reason of any contract entered into or act or deed done by him or them as such Director, Manager, Officer or servant or in any other way in the discharge of his duties and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the Members over all other claims.
- b) Subject as aforesaid every Director, Manager or Officer of the Company shall be indemnified against any liability incurred by him or them in defending any proceedings whether civil or criminal in which Judgement is given in his or their favour of, in which he is or they are acquitted or in connection with any application under section 633 of the Act in which relief is given to him or them by the Court.

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

**Not responsible for
acts of others**

62. Subject to the provisions of section 201 of the Act, no Director, Manager, or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for the sake of conformity or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by the order of the Director for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising due to the bankruptcy, insolvency or tortuous act of any person, Company or Corporation with whom any money, securities or effects shall be entrusted or deposited or for any loss occasioned by an error of judgement or over sight on his or their part or for any other loss or damage or misfortune whatever, which shall happen in the execution of the duties of his or their office or in relation thereto unless the same happens through his own dishonesty.

COST SHARING AND BENEFITS

Cost sharing

63. [Deleted]²

Benefits

64. The benefits accruing from Nathpa Jhakri Hydro-electric Project shall be shared between the Government of India and the Government of Himachal Pradesh on the following basis:
- (i) 12% of generated power at busbar shall be supplied to Government of Himachal Pradesh, free of cost at busbar.
 - (ii) 25% of the remaining 88% of generated power at busbar shall be allocated to Government of Himachal Pradesh in lieu of 25% cost sharing of the project by Government of Himachal Pradesh.
 - (iii) The remaining 66% of generated power at busbar shall be at the disposal of the Government of India in lieu of 75% of cost sharing of the project by the Government of India and shall be allocated by the Govt, of India to various States of the region (including Himachal Pradesh) in accordance with the formula approved by the Govt, of India in February, 1985 as amended from time to time.
 - (iv) Supply of power to the participating Governments pursuant to sub-clauses (ii) & (iii) above shall be at busbar rates.
 - (v) [The benefits accruing from Projects other than the Nathpa Jhakri Hydro-electric Project shall be shared between the Government of India and Government of Himachal Pradesh in the ratio as mutually agreed to from time to time.]²

² Provisions Inserted/ Substituted/ Modified vide 21st AGM held on 10th September 2009.

³ Provisions Inserted/ Substituted/ Modified vide EGM held on 16th February 2010.

Name of subscriber, Address, description and occupation, if any	Signature of subscriber	Signature of witnesses and their addresses, description and occupation, if any
I. President of India Through		
1. Shri M.M. Kohli S/o Sh. B.C. Kohli Secretary Deptt, of Power G.O.I., New Delhi	Sd/- M.M. Kohli	Sd/- Shri P.P. Deo S/o Sh. P.V. Deo Director Ministry of Energy (Deptt, of Power) New Delhi
2. Shri V.K. Khanna S/o Sh. H.K. Khanna Jt. Secretary Deptt, of Power G.O.I., New Delhi	Sd/- V.K. Khanna	
3. Shri J.C. Gupta S/o Sh. P.C. Gupta Member (Hydro) Central Electricity Authority G.O.I., New Delhi	Sd/- J.C. Gupta	
4. Sh. U.V. Bhat S/o Sh. U.R. Bhat Jt. Secretary Deptt, of Power G.O.I., New Delhi	Sd/- U.V. Bhat	
II. Governor of Himachal Pradesh through		
1. Sh. Kailash Chand Mahajan S/o Sh. Gurditta Mal Mahajan Chairman H.P. State Elec. Board, Shimla	Sd/- Kailash Chand Mahajan	Sd/- Shri R.K. Kapoor S/o Sh. B.R. Kapoor Member (G&T) H.P. State Elec. Board, Shimla
2. Sh. M.C. Tiwari S/o Sh. R.D. Tiwari Member (Projects) H.P. State Elec. Board, Shimla	Sd/- M.C. Tiwari	

Dated this day 23rd of May, 1988