
Memorandum

And

Articles of Association

Of

**SWATANTRA LAND & FINANCE
PRIVATE LIMITED**



सत्यमेव जयते

Form I.R.

CERTIFICATE OF INCORPORATION

No. **3792** of **1962 - 63**

I hereby certify that ...**SWATANTRA LAND & FINANCE PRIVATE LIMITED**

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

Given under my hand at**NEW DELHI**.....

this**TWENTIETH (29th)**..... day of ...**AUGUST (SRAVANA)**.....
one thousand nine hundred and**SIXTY TWO**..... (**1884 SAKA**).....



Sd/-

(**S.K. BHATTACHARYYA**)
Registrar of Companies
DELHI

For Swatantra Land & Finance (P) Ltd.

Ng.

MEMORANDUM OF ASSOCIATION
OF
SWATANTRA LAND & FINANCE
PRIVATE LIMITED

- I. The name of the Company is Swatantra Land & Finance Private Limited.
- II The Registered Office of the Company will be situate in the Union Territory of Delhi.
- III The objects for which the Company is established are the following :-
 1. To acquire by purchase, grant, concession, licence, lease, barter or otherwise, whether absolutely or conditionally, and/or either solely or jointly with others, any land, tract or tracts of land or lands in India or elsewhere and to acquire rights and/or interest connected with such tract or tracts granted by the Government or owners thereof; and to spend such sums of money as may be found necessary and advisable for surveying exploring, developing or colonising for sale or disposal for building purposes or otherwise any tract or tracts of land acquired by the Company.
 2. To carry on the business of constructing buildings, buying and selling buildings and to lease, hire, manage or otherwise deal with all kinds of immovable property whether belonging to the Company or not, housing and general finance, investment trust, to advance and lend money to builders and others who may be willing to build on or improve any lands or buildings for the construction of dwelling houses, trade premises, public or other buildings, and to advance and lend money on assets of all kinds on such terms in connection with all or any purpose as may be determined.
 3. To act as agents for sellers and buyers for lands, buildings and other property and to collect rents and income thereof and to act as auctioneers for any kind of property, and to secure tenants for all kinds of lands and buildings.
 4. To transact loan and commission business in connection with landed properties by making advances on the security of freehold, leasehold or any other kind of land and house properties and by arranging loans, sales, purchases, leases and mortgages of such properties.
 5. To carry on all or any of the business of manufacturers of and dealers, and workers in cement, lime, plaster, whiting clay, gravel, sand, bricks, artificial stone, and builders requisites and conveniences of all kinds.
 6. To carry on business as auctioneers, house-agents, land and estate agents, appraisers, valuers, brokers, commission agents, surveyours and general agents, and to purchase or otherwise acquire and sell, let or otherwise dispose of and deal in real and personal property of every description.

For Swatantra Land & Finance (P)

Mg. Director

7. To carry on and undertake any business undertaking, transaction or operation commonly carried on or undertaken by colonisers, builders, capitalists, promoters, financiers, concessionaires, contractors, merchants.
8. To carry on in India or elsewhere the business of hire-purchase, housing, general finances, investment trust and to undertake the management, supervision, administration and control of any business or operation.
9. To acquire undertake or execute contracts of buildings, roads and irrigation construction and to carry on business of colonisation, surveying and town planning in all its forms and branches and to do anything incidental thereto or connected therewith.
10. To carry on the business of manufacturers, buyers, sellers and dealers in bricks, hollow bricks, fire bricks, pipes, pottery, tiles, cement, concrete, marble chips, floor chips, earthenware, china and terra-cotta and ceramic ware of all kinds.
11. To own, prospect for, explore, acquire by lease licence, purchase or otherwise open, work develop and maintain clay and sand pits, slate, stone and lime-stone quarries, kilns, lime-kilos, coal mines, copper mines and mineral, mineral oil, nitrate and mining properties of all kinds and to conduct business of working and getting therefrom clay, and quarriable substances, coal copper, oil nitrates and minerals of all kinds.
12. To carry on all or any of the businesses of oil and colour merchants, importers and exporters as well as manufacturers of oils, colours, paints, varnishes, gold leaf enamels and enamels of all description, power, spirits, and all articles connected therewith and necessary for the purpose of the said business and factory.
13. To carry on or transact all kinds of agency business and to undertake and carry on business as manufacturers, managing agents, underwriters, brokers, merchants, contractors, shippers, importers, exporters and dealers in goods, wares and merchandise of every description.
14. To purchase, take on lease or otherwise acquire and to hold and maintain any land, rights over or connected with land, concessions, mills, factories, workshops, railways, tramways, sidings, plants, machinery, buildings, works, apparatus, implements, stock-in-trade, patents, inventions, trade marks, copyrights, goodwill of a firm, rights, privilege and immovable or movable property of any kind which may be deemed necessary or convenient for the purpose of the Company.
15. To erect, demolish, construct, maintain, run, reconstruct or alter or procure or assist in the erection, demolition, construction, maintenance, running, reconstruction or alteration, of any mills, factories, workshops, plants, machinery, railways, tramways, sidings, roads, bridge, reservoirs, buildings, erection work and conveniences.
16. To let out on hire, all or any of the property of the Company whether immovable or movable including all and of every description, of apparatus or appliances, and to hold, use, cultivate, work, manage, improve carry on and develop the undertaking, land and immovable and movable property and assets of any kind of the Company or any part thereof.

17. To promote or finance or assist in promoting or financing any business undertaking or industry, either existing or new and developing or forming the same either through the instrumentality of syndicates or otherwise.
18. To borrow or take deposits of money at interest or otherwise from any person or person local authority or Government and advance lend or deposit any such money or moneys of the Company for the time being on such security or otherwise as the Company may deem expedient.
19. To acquire any movable or immovable property which the company may think it desirable to acquire by way of investment or with a view reselling or otherwise.
20. To issue on commission, subscribe for, take, acquire and hold, sell, exchange and deal in shares, stocks, bonds, obligations of securities of any Government, local authority or Company.
21. To give any guarantee for the payment of money or the performance of any obligation or undertaking.
22. To be interested in, to promote and undertake the formation and establishment of such institutions, business or companies (industrial, agricultural, trading manufacturing or otherwise) as may be considered to be conducive to the profit and interest of the company and to carry on any other business (industrial, agricultural, trading, manufacturing, or other) which may seem to the company capable of being conveniently carried on in connection with any of these objects or otherwise calculated directly or indirectly to render any of the Company's properties or rights for the time profitable, and also to require, promote, aid, foster, subsidise or acquire interests in any industry or undertaking.
23. To enter into partnership or into any arrangement for sharing or pooling profits, union of interest, co-operation, joint adventure, reciprocal concession, or otherwise with any person, firm or company carrying on or engaged in any business, undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit this company.
24. To amalgamate with any company or companies having objects altogether or in part similar to those of this company.
25. To pay for any properties, rights or privileges acquired by the company either in shares of the company or partly in shares and partly in cash or otherwise.
26. To pay all the costs, charges and expenses if any incidental to the promotion, formation, registration and establishment of the company and the issue of its capital including any under-writing or other common brokers' fees and charges in connection therewith and to remunerate to make donations to (by cash or other assets or by the allotment of fully or partly paid shares or by a call or option on shares, debenture stock or securities of this or any other company, or in any other manner, whether out of the company's capital or profits or otherwise) any person, firm or company for services rendered or to be rendered in introducing any property or business to the company or in placing or assisting to place or

guaranteeing the subscription of any shares, debentures, debenture stock or securities of the company, or in or about the formation or promotion of the company or for any other reason which the company may think proper.

27. To enter into any arrangements with any government or authorities municipal or otherwise that may seem conducive to the company's objects or any of them and to accept from any such government or authority any rights, privileges and concessions which the company may think it desirable to obtain and carry out, execute and comply with and to make arrangements, rights, privileges and concessions.
 28. To accumulate funds and to lend, invest or otherwise employ moneys belonging to the company entrusted to the company upon any shares, securities or investments upon which the company may be thought proper and from time to time vary such transactions in such manner as the company may think fit.
 29. To invest and deal with the moneys of the company in any investment movable or immovable in such manner as may from time to time seem expedient and be determined.
 30. To sell and in any other manner deal with or dispose of the undertaking of the company or any part thereof for such consideration as the company may think fit, and in part to purchase shares, debentures and other securities of any other company having objects in part similar to those of the company.
 31. To do all or any of the above things and all such other things as are incident to the business and thought conducive to the attainment of the above objects or any of them and to employ Agents, contractors, trustees or otherwise and by or through trustees, agents and either alone or in conjunction with others, and so that the words "Company" in the Memorandum when applied otherwise than to this company shall be deemed to include any authority, partnership or other body of persons, whether incorporated or not and the intention is that the objects set forth in each of the several paragraphs shall have the widest possible construction and shall be in no way limited or restricted by reference to or inference from the terms of any other paragraph of this clause or of any other clause of the company.
- IV. The liability of the members is limited.
- V. The authorized Share Capital of the company is Rs. 1,00,00,000/- (Rupees One Crore) divided into 100000 (One Lac) Equity Shares of Rs. 100/- each with the power to increase and reduce the capital and to divide the shares in the capital for the time being into such classes and to attach thereto respectively any preferential, qualified or special rights, privileges, or conditions as may be determined by or in accordance with the regulations of the company and to vary, modify or abrogate any such rights, privileges, or conditions in such manner as may be for the time being provided by the regulations of the Company.

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

S. No.	Names Addresses and Description of Subscribers	Number of Shares taken by each subscriber	Signature	Witness to Signature
1.	Hari Ram Mital S/o Shri Munshi Ram Mital Engineer & Architect 2-C/4 Rohtak Road, New Delhi-5	Ten Only (10)	Sd/-	<p>I witness the signatures of all subscribers.</p> <p>Sd/- [B.C. MATHUR] Chartered Accountant (80096) S/o. Late Sh. H. C. Mathur R/o. Flat No. 1061, Plot No. 35, Sky Lark, C. G. H. S. Limited, Sector - 6, Dwarka, New Delhi - 110075</p>
2.	Tej Bhan Madan S/o. Shri Kewal Ram Madan Govt. Contractor 17-A/54. W.E.A. Karol Bagh, New Delhi - 5	Ten Only (10)	Sd/-	
3.	K.K. Mital S/o. Shri Hari Ram Mital Engineer 2-C/4, Rohtak Road, New Delhi-5	Ten Only (10)	Sd/-	
4.	Vijay Kumar Madan S/o. Shri Tej Bhan Madan Contractor 17-A/54, W.E.A. Karol Bagh New Delhi-5	Ten Only (10)	Sd/-	
5.	A. D. Nangia S/o. Shri Roop Chand Engineer 17-A/54, W.E.A. Karol Bagh, New Delhi-5	Ten Only (10)	Sd/-	
	TOTAL	50 (Fifty)		

Place : Delhi

Dated this 15th

Day of August

1962

ARTICLES OF ASSOCIATION
OF
SWATANTRA LAND & FINANCE
PRIVATE LIMITED

PRELIMINARY

1. Regulations as contained in Table A of Schedule I of the companies Act, 1956 shall apply to the company subject to the following modifications in so far as these modifications are not inconsistent with the provisions of the said companies act, 1956.

PRIVATE COMPANY

2. The company is a private company with in the meaning of section 3 sub-section 1 (iii) of the Companies act, 1956 and accordingly (i) no invitation shall be issued to the public to subscribe for any shares or debentures of the company; (ii) the number of members of the company (exclusive of persons in the employment of the company or persons, who having been formerly in the employment of the company were members of the company while in that employment and have continued to be members after the employment ceased) shall not exceed fifty and (iii) The right to transfer its shares is restricted in the manner laid down hereinafter.

CAPITAL

3. The authorized Share Capital of the Company is Rs. 1,00,00,000/- (Rupees One Crore only) divided into 100000 Equity shares of Rs. 100/- each with power for the company to increase or reduce the said Capital and issue any part of its capital, original or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions, and so that unless the conditions of issue shall otherwise expressly declare every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained. Provided always and it is hereby expressly declared that the company shall conform to and observe and continue to conform to and observe all laws, rules and regulation (if any) which may from time to time or at any time, be or are in force for the control and regulation of issues of capital.
4. Any preference shares may be issued on the terms that the same are, or at the option of the company shall be, liable to be redeemed and the rights and privileges, terms and conditions attached to any such preference shares may be altered and dealt with subject to the provisions of Section 80 of the Companies Act, 1956.
5. The shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons and on such terms and conditions and either at par or premium and at such time as they think fit and with full powers to give any person or persons the right to call for the allotment of any shares for such consideration as the Directors may see fit.

For Swatantra Land & Finance (P) Ltd.

TRANSFER OF SHARES

6. Subject to article 16 hereof shares may be at any time be transferred by a member to nominees as defined hereafter or to any other member, but no share shall be transferred any member to any person who is not a member or nominee except in the case of failure of the company to find a purchaser thereof under the provisions hereinafter contained.
7. The nominee of a member will mean his father, mother, wife, husband, brothers, sisters, sons, daughters, sons-in-law and daughters-in-law.
8. In order to ascertain whether the company can find a member or other person will purchase the share or shares proposed to be transferred, the person desiring or proposing to transfer the share or shares (hereinafter called the "Selling Member" which expression when used in these articles, when and so far as the context requires or admits shall be deemed to include and refer to any member, and or any person or persons deriving under him, by whom a transfer Notice shall have been served, or shall be deemed to have been served under the provisions of these Articles) shall give notice in writing (hereinafter called the "Transfer Notice") to the company that he desires to transfer the same to any person at the "Fair Value". A transfer notice shall not be revocable for two months from the date it is delivered to the company except with the sanction of the Directors.
9. If the company shall, within two months from the date of the receipt of the Transfer Notice, find a purchaser (hereinafter called the "purchasing Member") for the share or shares, the selling member shall give notice thereof in writing to the selling member, he shall be bound, and shall make payment of the "Fair Value" to transfer the share to the Purchasing Member.
10. If the company shall not, within the time prescribed as aforesaid, find a purchaser for the share or shares and give notice in the manner aforesaid the selling member himself may at any time within six months afterwards, be at liberty; subject to article 16 hereof, to transfer the share to any person and at any price. After the expiry of six months the Transfer Notice previously given shall be deemed to have lapsed.
11. The director may offer any share specified in any Transfer Notice to such member or other person as may be selected by them as desirable for admission to membership in such manner in all respects as the directors may think fit.
12. At the Annual General meeting the company shall by resolution, fix the price at which any share of each class for the time being forming part of the capital of the company shall be purchased in pursuance of a transfer notice. The sum fixed as aforesaid at the next Annual General meeting immediately preceding the service of a Transfer Notice for the purpose of articles 9 and 10 above be deemed to be the Fair Value of any share mentioned in such notice. Until the Fair Value has been fixed as hereinbefore provided a share shall be deemed to be the Fair Value of such share as determined by the directors, and the average of dividends and for loss declared by the company during the number of years in which that it has been in existence shall be deemed to be the Fair Value of such share.

13. In the event of the selling member failing to carry out the sale of any share which he shall have become bound to transfer as mentioned in Article 9 above, the directors may execute a transfer on his behalf and in his name and may give a good receipt for the purchase price of such share and may register the purchasing member as holder thereof and issue to him a certificate for the same and thereupon the selling member shall cease to be a member in respect of those shares. The selling member shall in such case be bound to deliver up his certificate for the said share and on such delivery shall be entitled to receive the said purchase price without interest and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the company shall issue to him a balance certificate for such shares.
14. Any share may be transferred by a member to any child or grandchild, father, mother, brother, sister, wife or husband of such member and any share of a deceased member may be transferred by his executors or administrators to any child, grand-child, son-in-law, father, mother, brother, sister, nephew, niece, brother-in-law, deceased wife's sister, widow or widower of such deceased member and share standing in the name of the Trustees of the will of any deceased member be transferred upon any change of trustees to the Trustees for the time being of such will and the restriction in Article 16 hereof shall not apply to any transfer authorised by this article.
15. On the bankruptcy or insolvency of a member, he and all persons deriving title under him shall be deemed to have given on the day of his, bankruptcy or insolvency, a transfer notice under Article 8 hereof as to all his shares and to have specified therein the "Fair Value" as the price at which it is desired to transfer the shares and the subsequent proceedings under Article 8 to 13 hereof may be taken upon that footing.
16. The directors may refuse to register any transfer of a share:-
 - (a) Where the company has lien on the share.
 - (b) Where it is not proved to their satisfaction that the proposed transferee is a responsible person, provided that this clause shall not apply in the case of transfer of fully paid up shares.
 - (c) Where the directors are of opinion that it is not desirable to allow the proposed transferee (not being already a member) to become a member.
 - (d) Where the proposed transferee is already a member and the directors are of opinion that it is not desirable that he should be allowed to increase his holding.

Provided always that except where the company has a lien on the shares the directors shall not be entitled to refuse to register any transfer of share if after receipt of a transfer notice, they shall for a period of two months from the date of receipt thereof fail or neglect to find purchaser for the shares at its "Fair Value."

TRANSMISSION

17. Transmission of shares on death of a member shall be operative or permissible in respect of more than one survivor so long as the number on such transmission does not exceed the

limit of members as mentioned heretofore in Article 2. Otherwise the shares shall be liable to be transmitted to only one of the survivors of the deceased.

GENERAL MEETINGS

18. No business shall be transacted at any General Meeting unless the quorum of members present. Two members present in person shall be a quorum for a General Meeting.
19. Upon a show of hands every member holding equity shares present in person or by proxy under section 176 of the companies Act shall have one vote and upon a poll every member present or by proxy under Section 176 of the said Act shall have one vote for every equity share held by such member.
20. Votes may be given personally or by proxy under Section 176 of the Companies Act, 1956 but a proxy so appointed shall not have any right to speak at the Meeting.
21. The Chairman of the Board of Directors shall, if present, preside at every General Meeting of the Company. If the Chairman is not present within fifteen minutes after the appointed time the members present shall choose one of the directors to be the Chairman of the meeting and if no director be willing to take the chair, they shall choose one of the member to be the Chairman.
22. The first Chairman of the Board of Directors shall be Shri Hari Ram Mital and he shall hold that office for life unless he resigns voluntarily for a certain period or permanently. The Chairman shall have the same powers as those of the managing Directors as specified in article 38 and 39 hereof

DIRECTORS

23. Until otherwise determined by the company in General Meeting the number of directors shall not be more than five nor less than two.
24. The following shall be first Directors of the Company:-
 - (1) Shri H. R. Mital.
 - (2) Shri Tej Bhan Madan.
 - (3) Shri K. K. Mital.
 - (4) Shri Vijay Kumar Madan.
 - (5) Shri Arjan Dev Nangia.
25. At the annual general meeting of the company to be held at every succeeding year one third of the directors for the time being other than the Chairman of the Board of Directors and the Managing Director shall retire.
26. The Directors to retire in every year shall be those who have been longest in office. As between two or more who have been in office for an equal length of time the Directors to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment when he had previously vacated. A retiring director shall be eligible for re-election.

27. Until otherwise determined by a general meeting the qualification of every director shall be his holding shares to the nominal value of Rs. 1,000/-
28. If any director shall be called upon to go or reside out of India or from one place to another in India on the Company's business or otherwise perform, extra service the Board may arrange with him such special remuneration for such service either by way of salary, commission or the payment of a stated sum of money as they shall think fit in addition to or in substitution of his remuneration hereinafter provided.
29. The Directors shall have power at any time and from time to time to appoint a person as an additional director who shall retire from office at the next following annual General meeting, but shall be eligible for re-election.
30. (a) The Company in General Meeting shall from time to time determine the remuneration of each Director (whether by way of salary or commission or participation of profits or partly in one way and partly in another) as the Company thinks fit.
(b) In addition to the remuneration payable to them the directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with the business of the Company.
31. Any casual vacancy occurring on the Board of Directors may be filled up by the Directors but the person so chosen shall hold office only up to the date of next annual General Meeting of the Company.
32. A resolution in writing signed by all the directors and circulated in the manner laid down under section 289 of the Companies Act, 1956 shall be as effective as a resolution passed at a meeting duly called, held and constituted.
33. The remuneration of all the directors for the time being for attending any Board or sub-committee meeting shall be a sum not exceeding Rs. 100 per head for each meeting attended thereof as the directors may determine from time to time. The remuneration as above shall be in addition to the travelling expenses which may be sanctioned by the Directors for payment to directors coming from outstation.
34. Subject to the provisions of section 292 of the Companies Act, 1956 the directors may delegate any of their powers to a Committee consisting of such members (not exceeding their body) as they think fit. Any committee so formed shall act in exercise of the powers so delegated or to any regulations that may be prescribed by the directors.
35. The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The Managing Directors or the Chairman shall at any time summon a meeting of the directors by giving at least 72 hours notice of such meeting.

POWER OF DIRECTORS TO CONTRACT.

36. Subject to the provisions of section 297, 299 and 300 of the Companies Act, 1956 no Directors shall be disqualified by his office as such from contracting with the company either

as vendor, purchaser, lessor, lessee, lender, or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the company with any Company or partnership or in which any Director shall be, as a member or otherwise interested be voided, nor shall any Director so contracting or so interested be liable to account to this company for any profit realised by such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established, but no such Director shall vote in respect of any such contract or arrangement and the nature of his interest must be disclosed by him at the meeting of the directors at which the contract or arrangement is determined or if his interest then exists or in any other case, at the first meeting of the Directors after the acquisition of his interest.

MANAGING DIRECTOR.

37. The business of the company shall be managed by the Chairman and the Managing Director. The first Managing Director shall be Shri Tej Bhan Madan and he will hold that office for life unless he resigns earlier in which case the directors may elect one of their member as the Managing Director of the Company on such terms and conditions as they deem fit.
38. The managing director shall have the power to engage, suspend and dismiss managers, engineers, overseers, workers, assistants, clerks, agents and labourers and shall have the general direction, management and superintendence of the business of the company with full power to do all acts, matters and things deemed necessary, proper and expedient for carrying on the business and concerns of the company, to make all kinds of purchases and to make and sign all such contracts and to draw, accept endorse and negotiate cheques, drafts, Government promissory notes and other Government paper and other instruments as shall be necessary, proper or expedient for carrying on the business of the company. All moneys belonging to the company shall be paid to the bankers as he shall deem expedient and all receipts shall be an effectual discharge for money therein stated to have been received. The managing Director may delegate all or any of his powers to such managers, agents or other delegates and such power of attorneys as the managing director may deem expedient and such power at pleasure to revoke.
39. The Managing Director shall duly make, keep and file or cause to be made, kept and filed, such registers, returns, statements and accounts as under the provision of the Companies Act, 1956 or any statutory modification thereof for the time being in force are required to be made, kept and filed by company of its officers.

BORROWING POWERS

40. The Directors may from time to time, borrow moneys from the members or other persons and may themselves lend any sum or sums of moneys for the purposes of the company.
41. The Directors may borrow money, on behalf of the Company, upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds of the company or by making, drawing accepting or endorsing on behalf of the company any promissory Notes or Bills of Exchange or giving or issuing any other security of the

company or by mortgage of or charge upon all or any part of the property of the company both present and future including its uncalled capital for the time being, or by arranging overdrafts from Banks on giving such security or otherwise, and the Directors may, on behalf of the company, guarantee the whole or any part of the loans or debts incurred by the company with powers for them to secure the guarantors against liability in respect of such loans or debts by means of mortgage or charge of the company's property movable or immovable or otherwise, Whenever any uncalled capital of the company is included in or charged by any mortgage or other security such mortgage or security may include an authority to the person in whose favour the same is executed to make calls on the members in respect of such uncalled capital and the provisions hereinbefore contained in regard to calls shall, mutatis mutandis, apply to calls made by such authority.

42. Any debentures or other security may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawing and otherwise, and may be so formed that the same shall be assignable free from any equities between the company and original or any intermediate holders.

ARBITRATION

43. Whenever any difference arises between the company on the one hand and any of the members their executors administrators or assignees on the other hand touching the true intent or construction or incident or consequence of these presents or of the statute or enactment of the legislatures or touching anything then or thereafter done or executed omitted, suffered in pursuance of these presents or of the statute or enactment touching any breach or alleged breach or otherwise relating to the promises or to these presents or the statute or to any affairs of the company, every such affair shall be referred to the arbitration of an arbitrator or arbitrators. Every such reference shall be made, conducted and completed as provided by the Indian Arbitration Act, 1940 or any other statute in force for the time being in that behalf.

COMMON SEAL


44. The company shall have a common seal and the Managing Director shall provide for the safe custody thereof. Either the Chairman or the Managing Director shall sign every instrument to which the seal shall be affixed in their presence and signatures shall be conclusive evidence of the fact that seal has been properly affixed,

AUDIT

45. Provisions of section 224 to 233 of the companies Act with regard to audit of Accounts and appointment of auditors shall apply.

For Swatantra Land & Finance (P) Ltd.



S. No.	Names Addresses and Description of Subscribers	Number of Shares taken by each subscriber	Signature	Witness to Signature
1.	Hari Ram Mital S/o Shri Munshi Ram Mital Engineer & Architect 2-C/4 Rohtak Road, New Delhi-5	Ten Only (10)	Sd/-	<p>I witness the signatures of all subscribers. Sd/- [B.C. MATHUR] Chartered Accountant (80096) S/o. Late Sh. H. C. Mathur R/o. Flat No. 1061, Plot No. 35, Sky Lark, C. G. H. S. Limited, Sector - 6, Dwarka, New Delhi - 110075</p>
2.	Tej Bhan Madan S/o. Shri Kewal Ram Madan Govt. Contractor 17-A/54. W.E.A. Karol Bagh, New Delhi - 5	Ten Only (10)	Sd/-	
3.	K.K. Mital S/o. Shri Hari Ram Mital Engineer 2-C/4, Rohtak Road, New Delhi-5	Ten Only (10)	Sd/-	
4.	Vijay Kumar Madan S/o. Shri Tej Bhan Madan Contractor 17-A/54, W.E.A. Karol Bagh New Delhi-5	Ten Only (10)	Sd/-	
5.	A. D. Nangia S/o. Shri Roop Chand Engineer 17-A/54, W.E.A. Karol Bagh, New Delhi-5	Ten Only (10)	Sd/-	
	For Swatantra Land & Finance (P) Ltd.	 TOTAL 50 (Fifty)		

Place : Delhi

Dated this 15th

Day of August

1962

FORM NO. MGT-7

[Pursuant to sub-Section(1) of section 92 of the Companies Act, 2013 and sub-rule (1) of rule 11of the Companies (Management and Administration) Rules, 2014]



Annual Return

Form language English Hindi

Refer the instruction kit for filing the form.

I. REGISTRATION AND OTHER DETAILS

(i) * Corporate Identification Number (CIN) of the company

U74899DL1962PTC003792

Pre-fill

Global Location Number (GLN) of the company

* Permanent Account Number (PAN) of the company

AAACS1849N

(ii) (a) Name of the company

SWATANTRA LAND AND FINAN

(b) Registered office address

A 71 F.I.E.E. Phase-II
Okhla Industrial Area
New Delhi
South Delhi
Delhi
110020

(c) *e-mail ID of the company

ajaymadan@slf.in

(d) *Telephone number with STD code

01141436763

(e) Website

(iii) Date of Incorporation

20/08/1962

(iv)	Type of the Company	Category of the Company	Sub-category of the Company
	Private Company	Company limited by shares	Indian Non-Government company

(v) Whether company is having share capital

Yes

No

(vi) *Whether shares listed on recognized Stock Exchange(s)

Yes

No

(vii) *Financial year From date (DD/MM/YYYY) To date (DD/MM/YYYY)

(viii) *Whether Annual general meeting (AGM) held Yes No

(a) If yes, date of AGM

(b) Due date of AGM

(c) Whether any extension for AGM granted Yes No

II. PRINCIPAL BUSINESS ACTIVITIES OF THE COMPANY

*Number of business activities

S.No	Main Activity group code	Description of Main Activity group	Business Activity Code	Description of Business Activity	% of turnover of the company
1	L	Real Estate	L2	Real estate activities on fee or contract basis	100

III. PARTICULARS OF HOLDING, SUBSIDIARY AND ASSOCIATE COMPANIES (INCLUDING JOINT VENTURES)

*No. of Companies for which information is to be given

S.No	Name of the company	CIN / FCRN	Holding/ Subsidiary/Associate/ Joint Venture	% of shares held
1				

IV. SHARE CAPITAL, DEBENTURES AND OTHER SECURITIES OF THE COMPANY

(i) *SHARE CAPITAL

(a) Equity share capital

Particulars	Authorised capital	Issued capital	Subscribed capital	Paid up capital
Total number of equity shares	100,000	75,000	75,000	75,000
Total amount of equity shares (in Rupees)	10,000,000	7,500,000	7,500,000	7,500,000

Number of classes

Class of Shares	Authorised capital	Issued capital	Subscribed capital	Paid up capital
Number of equity shares	100,000	75,000	75,000	75,000

Nominal value per share (in rupees)	100	100	100	100
Total amount of equity shares (in rupees)	10,000,000	7,500,000	7,500,000	7,500,000

(b) Preference share capital

Particulars	Authorised capital	Issued capital	Subscribed capital	Paid-up capital
Total number of preference shares	0	0	0	0
Total amount of preference shares (in rupees)	0	0	0	0

Number of classes

0

Class of shares	Authorised capital	Issued capital	Subscribed capital	Paid up capital
Number of preference shares				
Nominal value per share (in rupees)				
Total amount of preference shares (in rupees)				

(c) Unclassified share capital

Particulars	Authorised Capital
Total amount of unclassified shares	0

(d) Break-up of paid-up share capital

Class of shares	Number of shares	Total nominal amount	Total Paid-up amount	Total premium
Equity shares				
At the beginning of the year	75,000	7,500,000	7,500,000	
Increase during the year	0	0	0	0
i. Public Issues	0	0	0	0
ii. Rights issue	0	0	0	0
iii. Bonus issue	0	0	0	0
iv. Private Placement/ Preferential allotment	0	0	0	0
v. ESOPs	0	0	0	0
vi. Sweat equity shares allotted	0	0	0	0
vii. Conversion of Preference share	0	0	0	0

viii. Conversion of Debentures	0	0	0	0
ix. GDRs/ADRs	0	0	0	0
x. Others, specify	0	0	0	
0				
Decrease during the year	0	0	0	0
i. Buy-back of shares	0	0	0	0
ii. Shares forfeited	0	0	0	0
iii. Reduction of share capital	0	0	0	0
iv. Others, specify	0	0	0	
0				
At the end of the year	75,000	7,500,000	7,500,000	

Preference shares

At the beginning of the year	0	0	0	
Increase during the year	0	0	0	0
i. Issues of shares	0	0	0	
ii. Re-issue of forfeited shares	0	0	0	0
iii. Others, specify	0	0	0	
0				
Decrease during the year	0	0	0	0
i. Redemption of shares	0	0	0	0
ii. Shares forfeited	0	0	0	0
iii. Reduction of share capital	0	0	0	0
iv. Others, specify	0	0	0	
0				
At the end of the year	0	0	0	

(ii) Details of stock split/consolidation during the year (for each class of shares)

0

Class of shares		(i)	(ii)	(iii)
Before split / Consolidation	Number of shares			
	Face value per share			
After split / Consolidation	Number of shares			
	Face value per share			

(iii) Details of shares/Debentures Transfers since closure date of last financial year (or in the case of the first return at any time since the incorporation of the company) *

Nil

[Details being provided in a CD/Digital Media]

Yes

No

Not Applicable

Separate sheet attached for details of transfers

Yes

No

Note: In case list of transfer exceeds 10, option for submission as a separate sheet attachment or submission in a CD/Digital Media may be shown.

Date of the previous annual general meeting		29/09/2017	
Date of registration of transfer (Date Month Year)			
Type of transfer	<input type="text"/>	1 - Equity, 2- Preference Shares,3 - Debentures, 4 - Stock	
Number of Shares/ Debentures/ Units Transferred	<input type="text"/>	Amount per Share/ Debenture/Unit (in Rs.)	<input type="text"/>
Ledger Folio of Transferor			
Transferor's Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Surname	middle name	first name
Ledger Folio of Transferee			
Transferee's Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Surname	middle name	first name

Date of registration of transfer (Date Month Year) <input type="text"/>			
Type of transfer	<input type="text"/>	1 - Equity, 2- Preference Shares,3 - Debentures, 4 - Stock	
Number of Shares/ Debentures/ Units Transferred	<input type="text"/>	Amount per Share/ Debenture/Unit (in Rs.)	<input type="text"/>
Ledger Folio of Transferor <input type="text"/>			
Transferor's Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Surname	middle name	first name
Ledger Folio of Transferee <input type="text"/>			
Transferee's Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Surname	middle name	first name

(iv) *Indebtedness including debentures (Outstanding as at the end of financial year)

Particulars	Number of units	Nominal value per unit	Total value
Non-convertible debentures	0	0	0
Partly convertible debentures	0	0	0
Fully convertible debentures	0	0	0
Secured Loans (including interest outstanding/accrued but not due for payment) excluding deposits			29,529,948
Unsecured Loans (including interest outstanding/accrued but not due for payment) excluding deposits			31,160,154
Deposit			0
Total			60,690,102

Details of debentures

Class of debentures	Outstanding as at the beginning of the year	Increase during the year	Decrease during the year	Outstanding as at the end of the year
Non-convertible debentures	0	0	0	0
Partly convertible debentures	0	0	0	0
Fully convertible debentures	0	0	0	0

(v) Securities (other than shares and debentures)

0

Type of Securities	Number of Securities	Nominal Value of each Unit	Total Nominal Value	Paid up Value of each Unit	Total Paid up Value
Total					

V. *Turnover and net worth of the company (as defined in the Companies Act, 2013)

(i) Turnover

143,506,842

(ii) Net worth of the Company

88,203,961

VI. (a) *SHARE HOLDING PATTERN - Promoters

S. No.	Category	Equity	Preference
--------	----------	--------	------------

2.	Government				
	(i) Central Government	0	0	0	
	(ii) State Government	0	0	0	
	(iii) Government companies	0	0	0	
3.	Insurance companies	0	0	0	
4.	Banks	0	0	0	
5.	Financial institutions	0	0	0	
6.	Foreign institutional investors	0	0	0	
7.	Mutual funds	0	0	0	
8.	Venture capital	0	0	0	
9.	Body corporate (not mentioned above)	0	0	0	
10.	Others	0	0	0	
	Total	0	0	0	0

Total number of shareholders (other than promoters)

0

Total number of shareholders (Promoters+Public/
Other than promoters)

2

**VII. *NUMBER OF PROMOTERS, MEMBERS, DEBENTURE HOLDERS
(Details, Promoters, Members (other than promoters), Debenture holders)**

Details	At the beginning of the year	At the end of the year
Promoters	3	2
Members (other than promoters)	0	0
Debenture holders	0	0

VIII. DETAILS OF DIRECTORS AND KEY MANAGERIAL PERSONNEL

(A) *Composition of Board of Directors

Category	Number of directors at the beginning of the year		Number of directors at the end of the year		Percentage of shares held by directors as at the end of year	
	Executive	Non-executive	Executive	Non-executive	Executive	Non-executive

		Number of shares	Percentage	Number of shares	Percentage
1.	Individual/Hindu Undivided Family				
	(i) Indian	75,000	100	0	
	(ii) Non-resident Indian (NRI)	0	0	0	
	(iii) Foreign national (other than NRI)	0	0	0	
2.	Government				
	(i) Central Government	0	0	0	
	(ii) State Government	0	0	0	
	(iii) Government companies	0	0	0	
3.	Insurance companies	0	0	0	
4.	Banks	0	0	0	
5.	Financial institutions	0	0	0	
6.	Foreign institutional investors	0	0	0	
7.	Mutual funds	0	0	0	
8.	Venture capital	0	0	0	
9.	Body corporate (not mentioned above)	0	0	0	
10.	Others	0	0	0	
	Total	75,000	100	0	0

Total number of shareholders (promoters)

2

(b) *SHARE HOLDING PATTERN - Public/Other than promoters

S. No.	Category	Equity		Preference	
		Number of shares	Percentage	Number of shares	Percentage
1.	Individual/Hindu Undivided Family				
	(i) Indian	0	0	0	
	(ii) Non-resident Indian (NRI)	0	0	0	
	(iii) Foreign national (other than NRI)	0	0	0	

A. Promoter	2	0	2	0	100	0
B. Non-Promoter	0	0	0	0	0	0
(i) Non-Independent	0	0	0	0	0	0
(ii) Independent	0	0	0	0	0	0
C. Nominee Directors representing	0	0	0	0	0	0
(i) Banks & FIs	0	0	0	0	0	0
(ii) Investing institutions	0	0	0	0	0	0
(iii) Government	0	0	0	0	0	0
(iv) Small share holders	0	0	0	0	0	0
(v) Others	0	0	0	0	0	0
Total	2	0	2	0	100	0

Number of Directors and Key managerial personnel (who is not director) as on the financial year end date

2

(B) (i) *Details of directors and Key managerial personnel as on the closure of financial year

Name	DIN/PAN	Designation	Number of equity share(s) held	Date of cessation (after closure of financial year : If any)
AJAY MADAN	00169301	Managing Director	74,450	
RESHMA MADAN	02399246	Director	550	

(ii) Particulars of change in director(s) and Key managerial personnel during the year

0

Name	DIN/PAN	Designation at the beginning / during the financial year	Date of appointment/ change in designation/ cessation	Nature of change (Appointment/ Change in designation/ Cessation)

IX. MEETINGS OF MEMBERS/CLASS OF MEMBERS/BOARD/COMMITTEES OF THE BOARD OF DIRECTORS

A. MEMBERS/CLASS /REQUISITIONED/NCLT/COURT CONVENED MEETINGS

Number of meetings held

3

Type of meeting	Date of meeting	Total Number of Members entitled to attend meeting	Attendance	
			Number of members attended	% of total shareholding
Annual General Meeting	29/09/2017	2	2	100
Extraordinary General Meet	05/06/2017	2	2	100
Extraordinary General Meet	03/07/2017	2	2	100

B. BOARD MEETINGS

*Number of meetings held

49

S. No.	Date of meeting	Total Number of directors associated as on the date of meeting	Attendance	
			Number of directors attended	% of attendance
1	12/04/2017	2	2	100
2	01/05/2017	2	2	100
3	07/06/2017	2	2	100
4	13/07/2017	2	2	100
5	08/08/2017	2	2	100
6	05/09/2017	2	2	100
7	03/10/2017	2	2	100
8	04/11/2017	2	2	100
9	06/12/2017	2	2	100
10	08/01/2018	2	2	100
11	01/02/2018	2	2	100
12	06/03/2018	2	2	100

C. COMMITTEE MEETINGS

Number of meetings held

0

S. No.	Type of meeting	Date of meeting	Total Number of Members as on the date of the meeting	Attendance	
				Number of members attended	% of attendance
1					

D. *ATTENDANCE OF DIRECTORS

S. No.	Name of the director	Board Meetings			Committee Meetings			Whether attended AGM held on 27/09/2018 (Y/N/NA)
		Number of Meetings which director was entitled to attend	Number of Meetings attended	% of attendance	Number of Meetings which director was entitled to attend	Number of Meetings attended	% of attendance	
		1	AJAY MADAN	49	49	100	0	0
2	RESHMA MAI	49	49	100	0	0	0	Yes

X. *REMUNERATION OF DIRECTORS AND KEY MANAGERIAL PERSONNEL

Nil

Number of Managing Director, Whole-time Directors and/or Manager whose remuneration details to be entered

2

S. No.	Name	Designation	Gross Salary	Commission	Stock Option/ Sweat equity	Others	Total Amount
1	AJAY MADAN	Managing Direct	240,000	0	0	0	240,000
2	RESHMA MADAN	Director	240,000	0	0	0	240,000
	Total		480,000	0	0	0	480,000

Number of CEO, CFO and Company secretary whose remuneration details to be entered

0

S. No.	Name	Designation	Gross Salary	Commission	Stock Option/ Sweat equity	Others	Total Amount
1							0
	Total						

Number of other directors whose remuneration details to be entered

0

S. No.	Name	Designation	Gross Salary	Commission	Stock Option/ Sweat equity	Others	Total Amount
1							0
	Total						

XI. MATTERS RELATED TO CERTIFICATION OF COMPLIANCES AND DISCLOSURES

* A. Whether the company has made compliances and disclosures in respect of applicable provisions of the Companies Act, 2013 during the year Yes No

B. If No, give reasons/observations

XII. PENALTY AND PUNISHMENT - DETAILS THEREOF

(A) DETAILS OF PENALTIES / PUNISHMENT IMPOSED ON COMPANY/DIRECTORS /OFFICERS Nil

Name of the company/ directors/ officers	Name of the court/ concerned Authority	Date of Order	Name of the Act and section under which penalised / punished	Details of penalty/ punishment	Details of appeal (if any) including present status

(B) DETAILS OF COMPOUNDING OF OFFENCES Nil

Name of the company/ directors/ officers	Name of the court/ concerned Authority	Date of Order	Name of the Act and section under which offence committed	Particulars of offence	Amount of compounding (in Rupees)

XIII. Whether complete list of shareholders, debenture holders has been enclosed as an attachment

Yes No

XIV. COMPLIANCE OF SUB-SECTION (2) OF SECTION 92, IN CASE OF LISTED COMPANIES

In case of a listed company or a company having paid up share capital of Ten Crore rupees or more or turnover of Fifty Crore rupees or more, details of company secretary in whole time practice certifying the annual return in Form MGT-8.

Name

Whether associate or fellow Associate Fellow

Certificate of practice number

I/We certify that:

- (a) The return states the facts, as they stood on the date of the closure of the financial year aforesaid correctly and adequately.
- (b) Unless otherwise expressly stated to the contrary elsewhere in this Return, the Company has complied with all the provisions of the Act during the financial year.
- (c) The company has not, since the date of the closure of the last financial year with reference to which the last return was submitted or in the case of a first return since the date of the incorporation of the company, issued any invitation to the public to subscribe for any securities of the company.
- (d) Where the annual return discloses the fact that the number of members, (except in case of a one person company), of the company exceeds two hundred, the excess consists wholly of persons who under second proviso to clause (ii) of sub-section (68) of section 2 of the Act are not to be included in reckoning the number of two hundred.

Declaration

I am Authorised by the Board of Directors of the company vide resolution no. ... dated

(DD/MM/YYYY) to sign this form and declare that all the requirements of the Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. I further declare that:

- 1. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the company.
- 2. All the required attachments have been completely and legibly attached to this form.

Note: Attention is also drawn to the provisions of Section 447, section 448 and 449 of the Companies Act, 2013 which provide for punishment for fraud, punishment for false statement and punishment for false evidence respectively.

To be digitally signed by

Director

AJAY MADAN
Digitally signed by
AJAY MADAN
Date: 2018.12.19
17:01:45 +0530'

DIN of the director

To be digitally signed by

NEELAM GUPTA
Digitally signed by
NEELAM GUPTA
Date: 2018.12.19
17:01:45 +0530'

- Company Secretary
- Company secretary in practice

Membership number

Certificate of practice number

Attachments

- 1. List of share holders, debenture holders
- 2. Approval letter for extension of AGM;
- 3. Copy of MGT-8;
- 4. Optional Attachment(s), if any

List of attachments

<input type="button" value="Attach"/>	List Of Shareholders SLF Scan.pdf
<input type="button" value="Attach"/>	Details of Directors Attendance.pdf
<input type="button" value="Attach"/>	List Of Shares Transfer During Financial Y
<input type="button" value="Attach"/>	

This eForm has been taken on file maintained by the Registrar of Companies through electronic mode and on the basis of statement of correctness given by the company