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GTB

राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार
Government of National Capital Territory Of Delhi
श्रम विभाग / LABOUR DEPARTMENT

<p>कार्यालय संयुक्त श्रमायुक्त जिला: उत्तर-पश्चिम श्रम कल्याण केन्द्र, नीमड़ी कॉलोनी, अशोक विहार फेज-4 दिल्ली-110052</p>	<p>OFFICE OF THE JOINT LABOUR COMMISSIONER DISTRICT: NORTH-WEST LABOUR WELFARE CENTRE, NIMRI COLONY ASHOK VIHAR, PHASE-4, DELHI-110052 E-Mail: labdlcnnw.delhi@nic.in</p>
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CHECK LIST

DOCUMENTS REQUIRED FOR GRANT OF FRESH REGISTRATION CERTIFICATE

S. NO.	PARTICULARS	SUBMITTED OR NOT	PAGE NO.
1.	Application for Registration of establishment employing contract Labour Form-1, [Rule-17(1)]	YES	33
2.	Copy of Memorandum and Articles of Associates/Partnership deed/Proprietor's ID Prof.	X	4
3.	Copy of Registration under the Delhi Shops & Estt. Act/Factories Act	X	
4.	Challan of Registration fee (GAR-7)		
5.	Notice of commencement/completion of contract work Form-VI-B [Rule-81(3)]	YES	30
6.	Register of Contractors-Form-XII [Rule(74)]	YES	
7.	Copy of Agreement with each contractor. <i>Workorder</i>	YES	36
8.	Copy of Power of Attorney authorized by Resolution of the Board of signed by Partner/Proprietor.	YES	11
9.	Affidavit by the P.E. informing that they have not employed workers directly for the work they are have assigned to the contract workmen and if so. There is no violation of Rule 25(2) (v) of the Rules.		
10.	Certificate by Principal Employer Form-V [Rule (21)] issued to the contractors.	YES	27
11.	Reasons for delay in filing of application for registration, if any.		
12.	Website Compliance	YES	

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eTendering System Government of NCT of Delhi

Created By: Ajoy Kumar

Created Date/Time: 07-Feb-2014 04:41 PM

Tender Inviting Authority: E/E/SP, DTTDC LTD.

Name of Work: A/R & M/O GTB memorial at Singhu Border Delhi : (SH - MOEI routine maintenance operations of 82.5 KVA & 160 KVA DG Set etc.)

Contract No: 01/ E/E/SP/DTTDC/Engg./2013-14 (2nd Call)

SCHEDULE OF WORK / ITEM (S)		No. of Qty.	Unit	Estimated Rate	RAMESH CHANDER - RAMESH ELECTRIC WORKS	
S/No	Description of Work / Item (S)				Rate	Amount
1	Upkeep, maintenance of internal electrical installations, fans and operation of water supply pumps, submersible pumps and 82.5 KVA & 160 KVA DG set at GTB memorial from 6.00 AM to 10.00 PM on everyday by deputing staff as per terms & conditions with necessary basic tools and plants etc complete as per terms and conditions and direction of engineer-in-charge	12	Month	49,000.00	5,88,000.00	
2	B check services from the authorized service agency of the Engine Manufacturer	4	Job	21,000.00	84,000.00	
Total in Figures						6,72,000.00
Total in Percentage						

Terms etc complete as per...

(40) 11c (38)

**DELHI TOURISM & TRANSPORTATION
DEVELOPMENT CORPORATION LTD.**

(A GOVERNMENT UNDERTAKING)

OFFICE OF THE EXECUTIVE ENGINEER (PB-I)
PREMBARI PUL SITE OFFICE, PITAMPURA, DELHI
TELEPHONE: 011-27321180

No. DTTDC/Engg./I(119)/EE(PB-I)/ 482

Dated: 31, October 2013

To

M/s Green Solutions,
F-31/64, Lane No. 2, Opp. Social Welfare Centre,
Katwaria Saria, New Delhi-110016.

Sub: Maintenance of GTB Memorial at Singhu Border, Delhi during 2013-14 (SH: Maintenance of Horticulture work).

Sir,

- Ref:
1. Performance guarantee submitted by you vide FDR. A/c. No. 33409511098 dated 28.10.2013 amounting to Rs. 55000/-.
 2. This office letter of acceptance of tender issued vide DTTDC/Engg./I(119)EE(PB-I)/474 dated 22.10.2013.

Dear Sirs/sr,

1. You are requested to contact Assistant Engineer (C), DTTDC Ltd. Prembari Pul Site Office Pitam Pura, Delhi for taking possession of site and starting the work at once.
2. In continuation to the letter referred above, you are requested to attend this office to complete formal agreement within 15 days from date of issue of this letter.

—sd—
EXECUTIVE ENGINEER (PB-I)
DTTDC Ltd.

Copy forwarded to:-

1. OSD to MD & CEO, DTTDC Ltd., 18-A, DDA, SCO Complex, Defence Colony, New Delhi.
2. Chief Engineer, DTTDC, Delhi-54.
3. Superintending Engineer (PB), DTTDC Ltd., Delhi.
4. Deputy Central Labour Welfare Commissioner, CPWD, I.P. Bhawan, I.P. Estate, New Delhi-110002.
5. Accounts Officer, (MB) DTTDC Ltd., Delhi-54.
6. A.E. (C)/PB-I, DTTDC Ltd.
7. Copy for Agreement.


EXECUTIVE ENGINEER (PB-I)

same has already expired on 25.10.2014. The proposal was moved on 12.10.2014 as per para 8 at page 2/N and another UO note dated 17.11.2014 (placed opposite at page 42/C)

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13. The services of horticulture maintenance of GTB memorial are essential to maintain the horticulture work and as discussed and directed by Sr. chief Manager, (GTB) the current agency is being asked to continue to maintain the horticulture work of GTB Memorial till today.

14. It is submitted that approval for extension of horticulture contract may be accorded till such time new tender is finalized.

15. The necessary approval for calling fresh e-tender for horticulture work of GTB memorial may please be accorded so that e tendering is initiated for award of work.

16. Convenience of General Manager DTTDC is sought for for a meeting to have a decision on para 14 and 15 above.

H. Bhardi
(Hiramani Bhardi)
In-charge (GTB)

Sr.Chief Manager (GTB)

AS to GM

H. Bhardi
23/3/15

SCM/GTB may discuss with MD.

SCM/GTB

Ravi Anand
25/3/15

OSD may pl. fix up meeting
26/4/15

OSD For orders pl. Talabha

18

MD R. K. S.

6/4/15
Para 14 & 15 approved. For
[unclear] [unclear]

26/DHPP
24/3/15

7374 MD
06/4/15

03 RAR
7-4-2015

511/RAS
25/3/15

(GTB)

411C

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करारनामा सं. / Agreement No. 4/EE(PR-I)DTTDC/Engg./2013-14

कार्य का नाम / Name of Work : Maintenance of GTB Memorial at Singh
Bunder, Delhi during 2013-14 (S.O. Maintenance of Horticultural work)

भेजदार का नाम / Name of Contractor : M/S. Green Solutions

अनुमानित लागत/Estimated Cost : Rs. 19,15,039-00

निविदा राशि/Tendered Amount : Rs. 10,95,736-00

प्रदत्त सुरक्षा निधि/Security Deposit: Rs. 54,787-00

सिद्ध राशि/ Earnest Money : Rs. 38,301-00

प्रदर्शन ग्यारंती/Performance Guarantee : 54,787-00

प्रमाण पत्र के अन्तर्गत प्रतिशत/

प्रमाणित प्रतिशत under Clause D : 4.2-28% below

समय निर्धारित/ Time Allowed : 102 (Two Two) Months

कार्य की तिथि / Date of Start : 26-10-2013

कार्य की तिथि / Date of Completion : 20-10-2014

सुरक्षा निधि का प्रकार/

पानी की शर्त / Condition of Water :

भेजदार द्वारा की गई छूट / Rebate offered by the Contractor :

प्रमाणित किया जाता है कि इस करारनामे में त्रुटि परिवर्तनों सहित / Certified that this Agt.
Contains _____ Pages _____ पृष्ठ हैं

निर्दिष्ट है/

कुल पृष्ठ संख्या Total Pages _____ के साथ/ including
सुद्धि पत्र / Correction slips

Certified Copy

T. Jha
31/3/14

H. Jha

Tanja Enterprises
PH 23379496, 23379144

S. P. SHARMA
Executive Engineer (P&T)
GATEWAY ROAD, PUNJ PURA
DELHI-110008

Executive Engineer (P&T)
GATEWAY ROAD, PUNJ PURA
Punj Pura, Delhi-110008

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3/4

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**DELHI TOURISM & TRANSPORTATION
DEVELOPMENT CORPORATION LTD.**

(A GOVERNMENT UNDERTAKING)
OFFICE OF THE EXECUTIVE ENGINEER (PB)-I
PREMBARI PUL SITE OFFICE, PITAMPURA, NEW DELHI
TELEPHONE: 011-27321180

engg./I(119)/EE(PB-I)/474

Dated: 22 August 2013

en Solutions,
Lane No. 2, Opp. Social Welfare Centre,
Sa Saria, New Delhi-110016.

ance of GTB Memorial at Singhu Border, Delhi during 2013-14 (SH: Maintenance of
ture work).

der for the work mentioned above has been accepted on behalf of the M.D. DTTDC Ltd.,
ndered amount of Rs. 10,95,736/- (Rupees Ten Lac Ninety Five Thousand Seven Hundred
ty Six only) which is 42.78% below the estimated cost of Rs.19,15,039/- (Rupees Nineteen
en Thousand & Thirty Nine only).

e requested to submit the performance guarantee of Rs 54,787/- (Rupees Fifty Four
nd Seven Hundred & Eighty Seven only) within 7 days from issue of this letter. The
ance Guarantee shall be deposited in the form of Deposit at Call Receipt/FDR/Banker
Demand Draft Pay Order of Scheduled Bank in favour of "DTTDC Ltd.", and shall be valid
imum for 15 months.

ipt of prescribed performance guarantee, necessary letter to commence the work shall be
and the site of work handed over to you thereafter.

note that the time allowed for carrying out the work as entered in the tender is 12 (Twelve)
s, which shall be reckoned from the 4th day after the date of issue of this letter or the date of
g over the site, whichever is later.

—sd—
EXECUTIVE ENGINEER (PB)-I
DTTDC Ltd., NEW DELHI
On behalf of MD & CEO, DTTDC Ltd.


Cmt.....E.E

12.5.16

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**Delhi Tourism & Transportation
Development Corporation Ltd.**
(A Government Undertaking)



Plot No. 10, Sector-15, Connaught Place
New Delhi-110028
E-mail: delhi-tourism@vsnl.com
Web: www.delhitourism.nic.in

Phone:
26615111
26615112
26615113
26615114
26615115
26615116
26615117
26615118
26615119
26615120

F.No. F(CT)/13270/04/2016/DTTDC/137
Dated: 12.05.2016

Mr. Sanjay Singh (Partner)
M/s Good Year Security Services (Regd.)
A-75, Upper Ground Floor, Sector-8
Near CRPF Camp, Dwarka
New Delhi - 110077

Subject: Providing of Housekeeping Services- Letter of Offer

Sir,

With reference to your offer dated 11.05.2016 regarding providing housekeeping services to DTTDC as per requirements conveyed to you. You are hereby informed that the housekeeping contract services is hereby awarded w.e.f. 16.5.2016 to till such time new housekeeping tender is awarded. The said housekeeping contract is awarded on the basis of same terms & conditions as agreed for security services contract. However housekeeping services material will be provided by respective DTTDC Projects/ Units

Thanking you

Yours Truly

Ajay Kumar
Sr. Chief Manager (GAD)

Annex = 7
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F.No. E(CT)/13270/04/2016/DTTDCp
Dated: 25.04.2016

Mr. Sanjay Singh (Partner)
M/s Good Year Security Services (Regd.)
A-75, Upper Ground Floor, Sector-8
Near CRPF Camp, Dwarka
New Delhi - 110077

Subject: Providing of Security Services- Letter of Offer

Sir,

With reference to your offer dated 22.04.2016 regarding for providing security services to DTTDC as per requirements conveyed to you. You are hereby informed that rates quoted by you while participating in the tender on 07.01.2015 have been accepted by DTTDC. However Minimum Wages will be paid category wise to you applicable as on date. This contract will be valid initially for 3 Months w.e.f. 01.05.2016 and further extendable for another 3 Months on mutual consent.

You are therefore requested to kindly give your formal consent for undertaking the work as per the terms & condition of Tender and submit a performance security of Rs. 15 Lakhs (Rupees Fifteen Lakhs Only) within 15 days of receipt of this letter. The Performance Security shall remain valid for the period of 30 days after the completion of the contract.

You are also requested to attend the office of DTTDC on any working day within 15 days from the date of issue of this letter on offer for executing an agreement for performing the work.

Thanking you

*Recd
Manager
B.K. Prasad
9897445679
For Good Year Security Services (R)
25/4/2016*

May 1/16

Yours Truly

May

**Ajay Kumar
Sr. Chief Manager**

AJAY KUMAR
Sr. Chief Manager
D.T.T.C.
E-75, UDA, Sector-8, Dwarka
Office Complex,
Defence Colony, New Delhi-110077

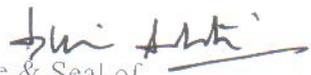
FORM I
Application for registration of establishments employing Contract Labour
[Rule 17(1)]

1. Name & location of the establishment: **GURU TEG BAHADUR MEMORIAL SINGHU BORDER**
2. Postal address of the establishment: **G.T.B. MEMORIAL - SINGHU BORDER NEAR M.C.D. TOLL PLAZA, DELHI-110040.**
3. Full name and address of the Principal Employer (furnish father's name in case of individuals): **DELHI TOURISM & TPT. DEV. CORPN. LTD. 18-A, DDA SCO COMPLEX, DEFENCE COLONY, NEW DELHI-110024.**
4. Full name and address of the manager or person responsible for the supervision & control of the establishment: **JAGMOHAN SHARMA INCHARGE G.T.B. MEMORIAL**
5. Particulars of work carried on in the establishment: **TOURIST COMPLEX**
6. Particulars of Contractors and Contract Labour:
 - (a) Names and addresses of the Contractors: **(i) M/S GOODYEAR SECURITY SERVICE A-75, UPPER Ground Floor, Sector-8, DWARKA, New Delhi - 110075 Contd: Annex - 5A**
 - (b) Nature of work in which contract labour is employed or to be employed:
 - SECURITY SERVICES
 - HOUSE KEEPING
 - (c) Maximum number of contract labour to be Employed on any day through each contractor:
 - SECURITY = 22
 - HOUSE KEEPING = 22
 - (cc) Estimated date of commencement of each Contract work under each contractor:
 - SECURITY w.e.f. 1.5.2016
 - House Keeping w.e.f. 16.5.2016
 - (d) Estimated date of termination of employment of contract labour under each contractor:
9. Amount and particulars of Registration fee deposited:

Declaration: I hereby declare that the particulars given above are true to the best of my knowledge and belief.

Place : **New Delhi**
Date: **21.05.2016**

S.NO. 6 (a) - List Attached.


Signature & Seal of _____
the Principal Employer
(SUDHIR SOBTI)
Chief Manager
DELHI TOURISM

List of Contractual Labour Providers

Sr.No.	Name & Address of Service Provider	Services
1	M/s. Good Year Security Services (Regd) A-75, Upper Ground Floor, Sector-8 Near CRPF Camp, Dwarka New Delhi-110077	Security Services & Housekeeping
2	M/s. Green Solution F-61/34, Lane No.2 Opp. Social Welfare Centre Katwaria Sarai New Delhi-110016	Horticulture maintenance
2	M/s. Ramesh Electric Works 53/1, Arjun Nagar New Delhi-110029	Electrical

No. _____

Dated _____

FORM VI-B
[See rule 81(3)]

Notice of commencement/completion of contract work

- (1) Name of the principal employer and address: **Delhi Tourism & Transportation Development Corporation, 18-A DDA SCO Complex, Defence Colony, New Delhi**
- (2) No. and date of Certificate of registration: **Applied**
- (3) We hereby intimate that the contract work for **Housekeeping and Security Services** given to **M/s. Good Year Security Services, A-75, Upper Ground Floor, Sector-8, Dwarka, New Delhi-110075** having license no..... dated..... has been commenced completed with effect from 1 May, 2016.


Signature of Principal Employer

To,

The Inspector,
North/Narela
Delhi

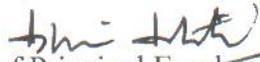
No. _____

Dated _____

FORM VI-B
[See rule 31(3)]

Notice of commencement/completion of contract work

1. Name of the principal employer and address: **Delhi Tourism & Transportation Development Corporation, 18-A DDA SCO Complex, Defence Colony, New Delhi**
2. No. and date of Certificate of registration: **Applied**
3. We hereby intimate that the contract work for **Operation and Maintenance of Electrical Equipments** given to **M/s. Ramesh Electric Works, 53/1, Arjun Nagar, New Delhi-110029** having license no..... dated..... has been commenced completed with effect from 1 May, 2016.


Signature of Principal Employer

To,

The Inspector,
North/Narela
Delhi

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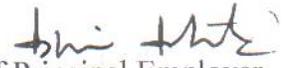
No. _____

Dated _____

FORM VI-B
[See rule 81(3)]

Notice of commencement/completion of contract work

1. Name of the principal employer and address: **Delhi Tourism & Transportation Development Corporation, 18-A DDA SCO Complex, Defence Colony, New Delhi**
2. No. and date of Certificate of registration: **Applied**
3. We hereby intimate that the contract work for **Horticulture Maintenance** given to **M/s. Green Solutions, F-31/64, Lane No.2, Opp. Social Welfare Centre, Katwaria Sarai, New Delhi-110016** having license no..... dated..... has been commenced completed with effect from 1 May, 2016.


Signature of Principal Employer

To,

The Inspector,
North/Narela
Delhi

Annex 3
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No. _____

Dated _____

FORM V
[See rule 21(2)]

FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER

Certified that we have engaged **M/s. Good Year Security Services, A-75, Upper Ground Floor, Sector-8, Dwarka, New Delhi-110075** (name & address of Contractor) as a Contractor for executing/ carrying out the work mentioned below in our establishment. We undertake to be bound by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Delhi Rules thereunder, in so far as the provisions are applicable to our establishment **Delhi Tourism & Transportation Development Corporation, 18-A DDA SCO Complex, Defence Colony, New Delhi** (name & address of the PE) in respect of the employment of Contract Labour by the aforesaid contractor in our establishment.

- 1. Nature of Contract Work:** **Security Services & Housekeeping**
2. Place of work : **Guru Teg Bahadur Memorial,
Singhu Border, Delhi-110040**

The number of our Registration Certificate under Contract Labour Act is

Signature of PE: _____

Name: **Sudhir Sobti**

Designation: **Chief Manager (GTB)**

(Seal)

Place : **New Delhi**
Date : **23.5.2016**

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No. _____

Dated _____

FORM V
[See rule 21(2)]

FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER

Certified that we have engaged **M/s. Ramesh Electric Works, 53/1, Arjun Nagar, New Delhi-110029** (name & address of Contractor) as a Contractor for executing/ carrying out the work mentioned below in our establishment. We undertake to be bound by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Delhi Rules thereunder, in so far as the provisions are applicable to our establishment **Delhi Tourism & Transportation Development Corporation, 18-A DDA SCO Complex, Defence Colony, New Delhi** (name & address of the PE) in respect of the employment of Contract Labour by the aforesaid contractor in our establishment.

1. Nature of Contract Work: **Operation & Electrical Maintenance**
2. Place of work : **Guru Teg Bahadur Memorial, Singhu Border, Delhi-110040**

The number of our Registration Certificate under Contract Labour Act is

Signature of PE: *Sudhir Sobti*

Name: **Sudhir Sobti**

Designation: **Chief Manager (GTB)**

(Seal)

Place : **New Delhi**

Date : **23.5.2016**

No. _____

Dated _____

FORM V
[See rule 21(2)]

FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER

Certified that we have engaged **M/s. Green Solutions, F-31/64, Lane No.2, Opp. Social Welfare Centre, Katwaria Sarai, New Delhi-110016** (name & address of Contractor) as a Contractor for executing/ carrying out the work mentioned below in our establishment. We undertake to be bound by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Delhi Rules thereunder, in so far as the provisions are applicable to our establishment **Delhi Tourism & Transportation Development Corporation, 18-A DDA SCO Complex, Defence Colony, New Delhi** (name & address of the PE) in respect of the employment of Contract Labour by the aforesaid contractor in our establishment.

1. Nature of Contract Work: **Horticulture Maintenance**
2. Place of work : **Guru Teg Bahadur Memorial, Singhu Border, Delhi-110040**

The number of our Registration Certificate under Contract Labour Act is

Signature of PE: 

Name: **Sudhir Sobti**

Designation: **Chief Manager (GTB)**

(Seal)

Place : **New Delhi**
Date : **23.5.2016**

MEMORANDUM OF
ASSOCIATION
and
ARTICLES OF
ASSOCIATION



DELHI TOURISM & TRANSPORTATION
DEVELOPMENT CORPORATION LTD.

Sl. No.	Name, Address & Description of the subscriber	Signature of Subscriber	Signature Address & description of Witness
1.	Delhi Small Industries Development Corporation, Baba Kharak Singh Marg New Delhi. Through Gyaneshwar Prasad Srivastava S/o Late Sh. S.K. Lall R/o J-22, Malviya Nagar Extension, New Delhi (Service)	Sd/-	I witness the signature of both the subscribers Sd/- (S.C. Gupta) A.C.A. Partner, S.R. Khurana & Company, Chartered Accountants, B-6, Asaf Ali Road, New Delhi.
2.	Lt. Governor of Delhi, Raj Niwas, Raj Niwas Marg, Delhi through Navin Chawla S/o Dr. Satya Brath. R/o D-241, Defence Colony, New Delhi (Service)	Sd/-	

New Delhi, dated 6th day of December 1975.

appointment of such Directors or persons acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them had terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed and was qualified to be director and had not vacated office or his office had not been terminated; provided nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

THE SEAL

62. (1) The Board 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.
- (2) The Board shall provide for the safe custody of the seal
- (3) The seal shall not be affixed to any instrument except in the presence of at least two persons including a Director, Manager or Secretary authorised by the Board in this behalf, from time to time who shall sign every instrument to which the seal is affixed provided that in respect of issue of share certificates, Rules of the Companies (Issue of Share certificates) Rules 1960 shall apply.
63. The Company may exercise the powers conferred by section 50 of the Act with regard to having an Official seal for use abroad and such power shall vest in the Board.

PROFIT

64. The declaration of the Board as to the amount of net profit of the Company shall be conclusive.

DIVIDENDS

65. The Company in general meeting may declare dividend, but no dividend shall exceed the amount recommended by the Board.
66. The Board may from time to time pay to the members such interim dividends as appear to it be justified by the profits of the Company.
67. (1) The Board may, before recommending any dividend, set aside out of the company such sums as it thinks proper as reserve or reserves which shall, at the discretion of the Board, be application for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies, or for equalizing dividends and pending such application, may at the like discretion, either be employed in the business of the Company or be invested in such investment (other than shares in the Company) as the board may, from time to time, think fit.
- (2) The Board may also carry forward any profits which it may think expedient not to divide without setting them aside as a reserve.
68. (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect where of the dividend is paid.
- (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Articles as paid on the shares.
- (3) All dividends shall be apportioned and paid proportionate to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
69. The Company in general meeting may decide that any dividend payable to the member may be set off against any call payable by the members or any calls in arrear by the member.

- 70. Notwithstanding any other provisions of these articles the Board may deduct from any dividend payable to any member all sums of money's, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares in the Company.
- 71. (1) Any dividends, interest or other money's payable in respect of shares may be paid in cash or by cheque, warrant or postal order sent through post or by money order direct to the registered address of holder or, in the case of joint holder who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct.
- (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (3) The Company shall not be responsible for the loss of any cheque, warrant or postal orders sent by post or by money-order in respect of dividends, whether by request or otherwise, at the registered address or the address communicated to the Company before hand by the member or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent recovery thereof by any other means.
- 72. Any one of the two or more joint holders of a share may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.
- 73. No dividend shall bear interest against the Company.

INTEREST OUT OF CAPITAL

- 74. The Company is authorised to pay interest out of the capital as permissible under section 208 of the Act.

CAPITALIZATION OF PROFITS

- 75. (1) The Board may resolve:-
 - (a) That it is desirable to capitalize the whole or any part of the amount for the time being standing to the credit of any of Company's reserve accounts or to the credit of the profit and loss account or otherwise viable for distribution. and
 - (b) That such sum be accordingly set free for distribution in the manner specified in clause (2) among the members who would have been entitled thereto, if distributed by way of dividends and in the same proportions.
- (2) The sum aforesaid shall not be paid in cash but shall be applied in or towards:-
 - (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (ii) paying unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and among such members in the proportion aforesaid; or
 - (iii) Partly in the way specified in sub-clause (i) any partly in that specified in sub clause (ii).
- (3) The Board may likewise resolve to capitalise the whole or any part of the amount for the time being standing to the credit of share premium account or capital redemption reserve account but the same can be applied in paying up unissued shares of the Company to be issued to the members of the Company as fully paid bonus shares in the proportion aforesaid.
- 76. (1) Whenever such a resolution is passed by the Board, the Board shall:-
 - (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issue of fully paid shares, if any; and

70. Notwithstanding any other provisions of these articles the Board may deduct from any dividend payable to any member all sums of money's, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares in the Company.
71. (1) Any dividends, interest or other money's payable in respect of shares may be paid in cash or by cheque, warrant or postal order sent through post or by money order direct to the registered address of holder or, in the case of joint holder who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct.
- (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (3) The Company shall not be responsible for the loss of any cheque, warrant or postal orders sent by post or by money-order in respect of dividends, whether by request or otherwise, at the registered address or the address communicated to the Company before hand by the member or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent recovery thereof by any other means.
72. Any one of the two or more joint holders of a share may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.
73. No dividend shall bear interest against the Company.

INTEREST OUT OF CAPITAL

74. The Company is authorised to pay interest out of the capital as permissible under section 208 of the Act.

CAPITALIZATION OF PROFITS

75. (1) The Board may resolve:-
- (a) That it is desirable to capitalize the whole or any part of the amount for the time being standing to the credit of any of Company's reserve accounts or to the credit of the profit and loss account or otherwise viable for distribution, and
- (b) That such sum be accordingly set free for distribution in the manner specified in clause (2) among the members who would have been entitled thereto, if distributed by way of dividends and in the same proportions.
- (2) The sum aforesaid shall not be paid in cash but shall be applied in or towards:-
- (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (ii) paying unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and among such members in the proportion aforesaid; or
- (iii) Partly in the way specified in sub-clause (i) any partly in that specified in sub clause (ii).
- (3) The Board may likewise resolve to capitalise the whole or any part of the amount for the time being standing to the credit of share premium account or capital redemption reserve account but the same can be applied in paying up unissued shares of the Company to be issued to the members of the Company as fully paid bonus shares in the proportion aforesaid.
76. (1) Whenever such a resolution is passed by the Board, the Board shall:-
- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issue of fully paid shares, if any; and

appointment of such Directors or persons acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them had terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed and was qualified to be director and had not vacated office or his office had not been terminated; provided nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

THE SEAL

- 62. (1) The Board 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.
- (2) The Board shall provide for the safe custody of the seal
- (3) The seal shall not be affixed to any instrument except in the presence of at least two persons including a Director, Manager or Secretary authorised by the Board in this behalf, from time to time who shall sign every instrument to which the seal is affixed provided that in respect of issue of share certificates, Rules of the Companies (Issue of Share certificates) Rules 1960 shall apply.
- 63. The Company may exercise the powers conferred by section 50 of the Act with regard to having an Official seal for use abroad and such power shall vest in the Board.

PROFIT

- 64. The declaration of the Board as to the amount of net profit of the Company shall be conclusive.

DIVIDENDS

- 65. The Company in general meeting may declare dividend, but no dividend shall exceed the amount recommended by the Board.
- 66. The Board may from time to time pay to the members such interim dividends as appear to it be justified by the profits of the Company.
- 67. (1) The Board may, before recommending any dividend, set aside out of the company such sums as it thinks proper as reserve or reserves which shall, at the discretion of the Board, be application for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies, or for equalizing dividends and pending such application, may at the like discretion, either be employed in the business of the Company or be invested in such investment (other than shares in the Company) as the board may, from time to time, think fit.
- (2) The Board may also carry forward any profits which it may think expedient not to divide without setting them aside as a reserve.
- 68. (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect where of the dividend is paid.
- (2) No amount-paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Articles as paid on the shares.
- (3) All dividends shall be apportioned and paid proportionate to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- 69. The Company in general meeting may decide that any dividend payable to the member may be set off against any call payable by the members or any calls in arrear by the member.

- (24) Subject to Section 292 to the Act to sub delegate all or any of the powers authorities and discretions for the time being vested in the Directors subject to the ultimate control and authority being retained by them;
- (25) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name of and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company;
- (26) Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for the purpose.
56. The Chief Executive may perform any and all functions and may exercise any and all authority vested in the board in an emergency. Any action so taken by the Chief Executive shall be placed before the board of directors in its next meeting.

PROCEEDINGS OF BOARD

57. The quorum necessary for the transaction of the business of the Directors shall be two.
58. Subject to provisions of the Sections 289 and 292 of the Companies Act, 1956, a resolution in writing approved and signed by a majority of Directors shall be as effective for all purpose as a resolution passed at a meeting of the Board duly called, held and constituted.
59. (1) Notwithstanding anything contained in these articles, the Lt. Governor may from time to time issue such directives or instructions as may be considered necessary for the conduct of the business and affairs of the company and in like manner, may vary and annual any or all such directives or instructions. The directors shall give immediate effect to the directives or the instructions so issued. In particular, the Lt. Governor will 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.
 - (iii) To determine in consultation with the board, annual, short term and long term financial and economic objectives of the company.
- Provided that all directives and instructions issued by the Lt. Governor shall, by notification, be addressed to the Chief Executive. The board shall (except where the Lt. Governor directs otherwise for reasons of national security or other compelling reasons) incorporate the contents of directives so issued by the Lt. Governor in the annual report of the company and also indicate its impact on the financial position of the company.
- (2) The board shall reserve for the decision of the shareholders matters that involve:
- (i) Sell, lease or otherwise dispose of the whole, or substantially the whole of the undertaking of the company, or where the company owns more than one undertaking of the whole, substantially the whole, of any such undertaking;
 - (ii) Division of capital into different classes of shares.
60. Subject to the provisions of the Act, the Board may delegate any of their powers to committees consisting of such Member or Members of their body as they think fit and may, from time to time revoke such delegation. Any committee so formed shall, in exercise of the power so delegated, conform to any regulations that may, from time to time, be imposed upon it by the Board. The proceedings of such a committee shall be placed before that Board as its next meeting.
61. All acts done by any meeting of the Board or by a Committee of the Board or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the

- and deal with the money of the company not immediately required thereof and in such manner as they may think fit from time to time to vary or realise such investment.
- (16) To execute in the name and on behalf of the Company in favour of any director or other persons who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's properties (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on;
- (17) Subject to the approval of the Lt. Governor to give to any director, officer or other person employed by the company in interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise or a share in the general profits of the Company, and such interest, commission or share of profit shall be treated as a part of the working expenses of the Company;
- (18) To provide for the welfare of the employees and ex employees of the Company and the wives, widows and families or the dependents or connections of such employees/ or ex employees by building or contributing to the building of houses, dwelling or by grants of money, pensions, allowances, bonuses, or contributing to provident and other associations, institutions, funds, profit sharing or other schemes or trusts or by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendancies and any other form of assistance, welfare or relief as the Directors shall think fit provided that no grant of bonuses or profit sharing bonuses shall be made without the prior approval of the Lt. Governor;
- (19) To subscribe or otherwise to assist or to guarantee money to charitable benevolent, religious scientific, national public or any other institutions or objects, or for any exhibition;
- (20) Before declaring any dividend subject to the approval of the Lt. Governor to set aside 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, or Sinking Fund, Insurance Fund, or any special or other fund to meet contingencies or to repay redeemable preference shares, debentures or debenture stock and for special dividends and for equalizing dividends and for repairing, improving extending and maintaining any part of the property of the Company for pensions, gratuities or compensation or to create any provided or benefit fund and for such other purpose (including the purposes referred to in Sub Clause (21) as the Directors may in their absolute discretion think conducive to the interest of the Company and to invest the several sums to set aside or so much thereof as may required to be invested upon such investment (subject to the restrictions imposed by the Act) as the Directors may think fit;
- (21) The Board of directors or the Chief Executive, as the case may be may appoint, remove or suspend such secretaries, officers and employees of the company as may from time to time, be thought fit and appropriate, and to determine their powers, duties and fix salaries/ emoluments and require security in such instances and to such amounts, as may be thought fit provided that approval of the Lt. Governor is obtained for appointments in the posts carrying scales of pay of Rs.5900-6700 or above of persons who have attained the age of superannuation;
- (22) To comply with the requirements of any local law which in their option it shall in the interest of the Company be necessary of expedient to comply with;
- (23) From time to time to provide for the management of the affairs of the Company outside its organisations in such manner it things fit and in particular to appoint any persons or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these present) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment if the Directors think fit may be made in favour of the members of any local Board established as aforesaid or in favour of any company or the members, Directors, Nominees or Managers of the company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors, and such power of attorney may contain such powers for protecting or convenience of persons dealing with such attorneys as the Directors may think fit;

55. Without prejudice to the general powers conferred by these Articles and subject to the provisions of Section 291, 294 and 297 of the Act the Board of Directors shall have the following powers:-
- (1) From time to time to make, vary and repeal by laws for the regulation of the business of the company, its officers and servants;
 - (2) To pay and charge to the capital account of the company and interest lawfully payable there at under the provisions of the Act;
 - (3) To pay all expenses in getting up and in registration of the Company including all expenses incidental to an consequential to such registration;
 - (4) To purchase or otherwise acquire for the company any property rights privileges which the company is authorized to acquire at such price and generally on such terms and conditions as they think fit;
 - (5) To authorise the undertaking of works of a capital nature. The Board shall be fully competent to authorise the undertaking of all works covered under the approved estimates including variation not exceeding 10% of any particular component without reference to the Government;
 - (6) At their discretion to pay for any property or right acquired by or service rendered to the company, either wholly or partially in cash or in share, bond, debenture stock or other securities of the company and any such share may be issued either as fully paid up or which such amount credited as paid up thereon as may be agreed upon and any such bonds, debenture, debenture stock or other securities may by either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged;
 - (7) Subject to the approval of the Lt. Governor to borrow raise or secure the payment of money both in rupees and foreign currencies in such manner as the Company shall think fit, and in particular by executing mortgages and the issue of debentures, or debenture stock, perpetual or otherwise, charged upon all or any of the Company's properties (both present and future) including its uncalled capital and to purchase, redeem or pay-off any such securities;
 - (8) To open accounts with the State Bank of India or with Nationalized or other Scheduled banks in India to pay money into and to draw money from any such account from time to time as the Directors may think fit;
 - (9) To secure the fulfillment of any contracts of engagement entered into by the Company by mortgage or charge of all or any of the properties of the company and its unpaid capital for the time being or in such other manner as they think fit;
 - (10) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company and property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such acts and things as may requisite in relation to any such trust and to provide for the remuneration of such trusts or trustees;
 - (11) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debt due of any claims or demands by or against the Company;
 - (12) To refer any claim or demand by or against the Company to arbitration and observe and perform awards;
 - (13) To make and give receipts, releases and other discharges for moneys payable, to the Company and for the claims and demands of the Company;
 - (14) To determine from time to time who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheque, dividend warrants, releases, contracts and documents and other papers concerning or relating to the affairs of the Company;
 - (15) To invest in the Reserve Bank of India or in the Nationalised Banks or any Scheduled Commercial Bank (promoted by Public Financial Institutions) and/or Term Lending Institutions authorised by RBI

Company accorded by a special resolution in General Meeting, holds any office or place of profit under any subsidiary of the Company in contravention of Section 314 of the Act or

- (d) he absents himself from three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months which ever is longer without leave of absence from the Board of Director; or
- (e) he acts in contravention of sections 297 and 299 of the Act; or
- (f) he suspends payment to or compounds with his creditors; or
- (g) he resigns his office by notice in writing addressed to the Company or to the Directors or
- (h) he is convicted by a court in India of an offense involving moral turpitude and is sentenced in respect thereof to imprisonment of not less than six months or
- (I) he is disqualified by an order of the court under section 203 of the ACT; OR
- (J) He is removed in pursuance of section 284 of the Act.

49. No Director shall be disqualified from his office by contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the company in which any Director shall be concerned or interested be avoided, nor shall any director so contracting or being so concerned or interested be liable to account to the company for any profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relations thereby established, but the nature of interest must be disclosed by him at the meeting of the Board at which the contract or arrangement is determined of his interest, but this provision in any other case at the first meeting of the Board after the acquisition of his interest, but this provision shall not be apply to any contract by or on behalf of the Company to give the Director or any of them any security by way of indemnity or against any loss which they or any of them may suffer by reason of becoming or being sureties for the Company. A general notice that a director is a member of any specified firm or company and is to be regarded as interested in any subsequent transaction with such firm or company shall as regards any such transaction be sufficient disclosure under this clause and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.

POWERS OF THE BOARD

- 50. The business of the company shall be managed by the Board of Directors who may pay all expenses of getting the company registered and may exercise all such powers and to do all such acts and things as the company is by its Memorandum of Association or otherwise authorized to exercise and do and are not hereby or by statute directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless the provisions of the Act and of the Memorandum of Association and these Articles and to any regulations not being inconsistent with the Memorandum of Association and these Articles from time to time made by the Company in General Meeting; provided that no such regulations had not been made.
- 51. The Board may from time to time and at any time provide through local boards, attorneys or agents for the management of the company in India and abroad and may appoint any person to be the members of such local boards or as attorney or agents and may fix their remuneration. However, no such persons shall be appointed without the consent of the Managing Director who shall be ultimate deciding authority.
- 52. The Board may from time to time raise or borrow any such of money for an on behalf of the Company from the members or other persons, companies or banks or they may themselves advance money to the Company on such interest as may be approved by them.
- 53. The Board may from time to time secure the payment of such money in such manner and upon such terms and conditions in all respect as they think fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge of all or any part of the property of the company and of its unclad capital for the time being.
- 54. Any debentures, bonds, or other securities may be issued at discount, premium or otherwise and with special privileges as to redemption, surrender, drawing, allotment of shares, attending and voting at General Meeting of the Company and otherwise.

which the proxy was executed, or the transfer of the shares in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

45. (a) The Lt. Governor shall from time to time determine in writing the number of Directors of the Company. For present the number of Directors of the Company shall not be less than three of whom one shall be an officer of the Delhi Administration to be appointed by the Lt. Governor and not more than fifteen. The Directors shall not be required to hold any qualification shares.
- (b) The Chairman whenever in position shall preside over the meetings of the Board of Directors of the Company. In case he is not present within 15 minutes or has notified the company of his absence earlier, or if he is unwilling to preside at the meeting, the Managing Director who is the Chief Executive in term of Article 1. I (d) of the Articles of Association shall preside over the meeting and in case he is not available, the Directors present shall elect one of the members to preside at the meeting of the Board.
- (c) The Directors representing the state shall be nominated by the Lt. Governor. All other members of the board shall be nominated by the Lt. Governor in consultation with the Chief Executive for a specified period and may be paid such remuneration as the Lt. Governor may from time to time determine in accordance with the guidelines issued by the Department of Public Enterprises.
- (d) Subject to approval of the Lt. Governor any Director of the Company may be removed before the expiry of his period by passing an ordinary resolution in terms of Section 284 of the Companies Act, 1956.
- (e) The Lt. Governor shall in consultation with the Chief Executive fill any vacancy in the Board of Directors caused by removal, resignation, death or otherwise.
- (f) The Lt. Governor may appoint a Managing Director (Chief Executive) on such terms and at such remuneration as per the provisions of the Act and guidelines issued by the Department of Public Enterprises, in this regard.
- (g) The Board may from time to time by resolution entrust to and confer upon the Managing Director or a subcommittee or Directors or any other officer or a committee of officers of the Company such of the powers as they may think expedient and from time to time revoke, withdraw, alter or vary all or any of such powers.

ALTERNATE DIRECTORS

46. The Board of Directors may appoint any alternate Director in accordance with the provisions of Section 313 of the Act.

CREDITOR DIRECTOR

47. The Board of Directors may agree to the appointment of a Director to be nominated by any person (creditor) or any other credit/Finance Institution. Such Directors shall be called a creditor Director and he shall not be liable to retire by rotation or removed by the Company.

48. The office of a Director shall become vacant if :-

- (a) he is found to be of unsound mind by a court of competent jurisdiction.
- (b) he is adjudged an insolvent, or applies to be adjudicated an insolvent; or
- (c) he or any partner or relative of his, or any firm in which he or his relative is a partner, or any private company of which he is a director or member, without the previous consent of the

- 34. In the case of an equity of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
- 35. Any business other than upon which a poll has been demanded may be that proceeded with, pending the taking of the poll.
- 36. The accidental omission to give any such notice as aforesaid to any of the members of the non-receipt thereof shall not invalidate any resolution passed at any such meeting.
- 37. (1) The Lt. Governor, so long as he is shareholder of the company, may from time to time appoint one or more persons (who need not be a Member or Members of the company) to represent him at all or any meetings of the Company.
- (2) Any of the persons appointed under sub-article 1 of this article who is personally present at the meeting shall be deemed to be a member for this purposes of this act and shall be entitled to exercise the same rights and powers (including the right to vote by proxy) as the Lt. Governor could exercise as a Member of the Company.
- (3) The Lt. Governor may from time to time cancel any appointment made under sub-article 1 of these articles and make fresh appointments.
- (4) The production at the meeting of an order of the Lt. Governor evidence as provided in the Constitution of India shall be accepted by the Company as sufficient evidence of any such appointment or cancellation as aforesaid.

VOTES OF MEMBERS

- 38. A society registered under the Societies Registration Act if it is member of the Company by a resolution of the governing body (by whatever name called) may authorise such persons as it thinks fit to act as its representative at any meeting of the company or any meeting of any class of member of the company. A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and powers on behalf of the society which he represents as that society could exercise if it were an individual member.
- 39. In the case of joint holders, the vote of the Senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose, seniority shall be determined by the order in which the name stand in the register of members.
- 40. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal gardian and any such committee or gardian may, on a poll, vote by proxy.
- 41. No member shall be entitled to vote at any general meeting in respect of any shares in the company unless all calls or other sums presently payable by him have been paid thereon.
- 42. (1) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting, shall be valid for all purposes.
- (2) Any such objection made in the due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
- 43. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of attorney shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in instrument proposes to vote, or, in the case of a poll, not less than 24 hrs. before the time appointed for taking of the poll and in default the instrument of proxy shall not be treated as valid.
- 44. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under

25. The Board of Directors may subject to the approval of the Lt. Governor raise and secure the payment or such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable debentures or debenture stock or any mortgage or charge or other security on the undertaking of the whole of or any part of the property of the company (both present and future)
26. Any bond debentures, debenture stocks or other securities issued or to be issued by the company shall be under the control of the directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the company.
27. Debentures, debenture stocks, bonds or other securities may be made assignable free from any equities between the company and the person to whom the same may be issued.
28. Subject to the approval of the Lt. Governor and subject to section 76, 79 and 117 of the Act, any bond, debentures, debenture stocks or other securities may be issued at a discount, premium or other wise and with any special privileges as to redemption, surrender, drawing an allotment of shares, attending general meetings of the company, appointment of Directors and otherwise.

PROCEEDINGS AT GENERAL MEETING

29. (1) No business shall be transacted at any general meeting unless quorum of members is present at the time when the meeting proceedings to business. Two members present in person shall constitute a quorum.
- (2) If within half an hour from the time appointed for holding a meeting of the company a quorum is not present the meeting, if called upon the requisition of members shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place unless otherwise determined by the members present at the original meeting or failing them, by the Board and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be the quorum.
30. (1) The Lt. Governor may, if he so considers if necessary, appoint a suitably selected person to be the Chairman of the Company on such terms and conditions as may be determined by him from time to time.
- (2) The Chairman of the Company shall preside at every general meeting of the company.
31. If there is no such Chairman or if he is not present within 30 minutes or has notified the company of his absence earlier or if he is unwilling to act as Chairman of the meeting, the Chief Executive shall preside at the meeting or if he is not available, the Directors present shall elect one of their members to preside at the meeting.
32. If at any meeting no Director is willing to act as Chairman or if no Director is present or information is available with the company about none of the Directors attending the meeting, the members present shall forthwith choose one of their member to be the Chairman of the meeting.
33. (1) The Chairman may, and if so directed by the meeting shall adjourn the meeting from time to time, and from place to place.
- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (3) When a meeting is adjourned for thirty days or more notice of the adjourn meeting shall be given as in the case of an original meeting.
- (4) Save as aforesaid, it shall not be necessary to give any notice of a adjourn meeting or of the business to be transacted at an adjourned meeting.

- 18. (1) If a sum called in a respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall be liable to pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate as the Board may determine from time to time.
- (2) The liability to pay interest due on the calls shall continue even after forfeiture of the shares.
- (3) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 19. (1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for purposes of these articles be deemed to be a call made and payable on the date on which by the terms of issue such sums becomes payable.
- (2) In case of non-payment of such sums, all the relevant provisions of these articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 20. Subject to the provisions of the Act and these Articles, on the trial or hearing of any action or suit brought by the company against any member or his legal representative for the recovery of any call or other money claimed to be due to the company in respect of any shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered appears entered on the Register of Members as the holder of the shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the minute-book, and that the notice of such call was duly given in pursuance of these presents, and it shall not be necessary to prove the appointment of the Director who made such call or any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- 21. The Board :
 - (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the money uncalled and unpaid upon any shares held by him and
 - (b) upon all or any of the moneys so advanced, may, (until the same would, but for such advance become presently payable) pay interest at such rates as may be agreed upon between the Board and the member paying the sum in advance.

TRANSFER OF SHARES

- 22. No transfer of any shares in the capital of the Company shall be made or registered without the previous sanction of the Board who may, without assigning any reason whatsoever decline to give such sanction and shall so decline in the case of a transfer the registration of which involves a contravention of article 3 hereof. The Board may at their discretion also suspend the registration of transfer of shares during fourteen days immediately preceding the Annual General Meeting in each year. The Board may decline to recognise any instrument of transfer unless:
 - (a) A fee of Rs.2/- (Rupees two) is paid to the Company in respect thereof except where otherwise determined by the Board to the contrary and.
 - (b) The instrument of transfer is accompanied by the certificate of the share to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor or to make the transfer.

If the Board refuse to register a transfer of any shares, they shall, within two months after the date on which the transfer deed duly executed was lodged with the Company sent to the transferee and to the transferor notice of the refusal.

GENERAL MEETING

- 23. All general meetings other than annual general meetings shall be called extraordinary general meetings.

BORROWING POWERS

- 24. Subject to the approval of the Lt. Governor and subject to the provisions of section 292 of the Act, the Board of Directors may, from time to time, borrow and/or secure the payment of any sum or sums or money for the purposes of the Company, by means of a resolution passed at a meeting of the Board.

- (3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for such share to one of several joint holders shall be sufficient delivery to all such holders.
10. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee as may be decided by the Board from time to time but not exceeding two Rupees, and on such terms, if any, as to evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the Board thinks fit.

LIEN

11. The Company shall have a first and paramount lien:-
- (a) One every share (not being a fully paid share) for all moneys (whether presently payable or not, called up or payable) at a fixed time, in respect of that share and
 - (b) On all shares (not being fully paid shares) standing registered in the name of member (whether solely or jointly with others) for all moneys presently payable by him/them or his/their estate to the Company,
- Provided that the Board may at any time declare any shares to be wholly or in part exempt from the provisions of this clause.
The Company's lien, if any, on a share shall extend to all dividends payable thereon.
12. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, Provided that no sale shall be made,
- (a) Unless a sum in respect of which the lien exists is presently payable or
 - (b) Until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which, the lien exists as is presently payable, has been given to the registered holders for the time being of the share or the person entitled thereto by reason of his death or insolvency.
13. (1) To give effect to any such sale, the Board may authorise any person to transfer the share sold to the purchaser thereof.
(2) The purchaser shall be registered as the holder of shares comprised in any such transfer.
(3) The purchaser shall not be bound to see the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
14. (1) The proceed of the sale 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.
(2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of sale,

CALLS ON SHARE

15. (1) The Board may, from time to time, make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the condition of allotment thereof made payable at fixed times.
(2) Each member shall, subject to receiving at least fourteen days, notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
(3) A call may be revoked or postponed at the discretion of the Board.
16. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments. A call when made shall become a debt due to and recoverable by the Company.
17. The joint holder of a shares shall be jointly and severally liable to pay all calls in respect thereof.

PRIVATE COMPANY

- 3. The Company is a 'Private Company' within the meaning of Section 3 (I) (iii) of the Companies Act, 1956 and accordingly;
 - (a) No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.
 - (b) The number of the members of the Company (exclusive of persons in the employment of the company or who were members of the Company while in that employment and have continued to be members after the employment ceased) shall be limited to 50 provided that for the purpose of this provision where two or more persons hold one or more share in the Company jointly, they shall be treated as a single member.
 - (c) The right to transfer the shares in the Company is restricted in the manner and to the extent hereinafter appearing.

SHARE CAPITAL

- 4. The Share capital of the Company is Rs.10.00 Crores (Rupees Ten Crores) divided into 10,00,000 (Ten lakhs) Equity Shares of Rs.100/- (Rupees One Hundred) each. The shares shall be under the control of the Board who may allot or otherwise dispose of the same to such persons on such terms and conditions, at such times, either at par or at a premium or discount and for such consideration as the Board may think fit.
- 5. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except any absolute right to the entirety thereof in the registered holder.
- 6. Save as herein otherwise provided, the Company 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 equity or equitable contingent or other claim or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.
- 7.
 - (1) If at any time the share capital is divided into different classes of shares, the right attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provision of sections 106 and 107 of the Act, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourth of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.
 - (2) To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two persons present in person holding shares of the class in question.
- 8. Not more than three persons shall be registered as joint holders of any Share.
- 9.
 - (1) Every person whose name is entered as a member in the Register of Members shall be entitled to receive within three months after allotment or such other period as the conditions of issue shall provide:
 - (a) One certificate for all his shares without payment, or
 - (b) Several certificates, each for one or more of his shares, upon payment of one rupee for every certificate after the first.
 - (2) Every certificate shall be under the Seal and shall specify the shares to which it relates and amount paid up thereon.

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

OF
DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LIMITED

1. I In these Articles :-
- (a) "The Company" means Delhi Tourism & Transportation Development Corporation Limited.
 - (b) "The Act" means the Companies Act, 1956 as amended from time to time.
 - (c) 'Lt Governor' means the Lt. Governor of the Union Territory of Delhi.
 - (d) 'Managing Director' means the Chief Executive of the Company, appointed by the Lt. Governor, under Article 45 (f).
 - (e) 'Chairman' means the Chairman of Company.
 - (f) 'Directors' means the Directors for the time being of the Company.
 - (g) 'Delhi Small Industries Development Corporation or DSIDC means the Delhi Small Industries Development Corporation Limited, New Delhi.
 - (h) 'Promoter' means the Delhi Small Industries Development Corporation as the promoter of Delhi Tourism Development Corporation Limited.
 - (i) 'The office' means the Registered Office for the time being of the Company.
 - (j) 'The Seal' means the common seal of the company.
 - (k) 'State' means the Union Territory of Delhi.
 - (l) 'Person' includes body corporate, firm, association of persons.
 - (m) 'Central Government' shall have the same meaning as in clause 8 of section 3 of the General Clauses Act of 1897.
 - (n) 'Auditors' means and includes those persons appointed or reappointed as such for the time being by the Central Government on the advice of the Comptroller and Auditor General of India.
 - (o) 'Board' means a meeting of the Directors duly called and constituted, or as the case may be, the directors assembled at a Board.
 - (p) 'Capital' means the capital for the time being raised or authorised to be raised for the purpose of the Company.
 - (q) 'In writing' or 'written' include printing, lithography, and other modes of representing or reproducing words in a visible form.
 - (r) 'Members' means the duly registered holders from time to time of the shares of Company.
 - (s) 'Meeting' or 'General Meeting' means a meeting of members.
 - (t) 'Annual General Meeting' means a general meeting of the members held in accordance with section 166 of the Act.
 - (u) 'Extraordinary General Meeting' means an extraordinary General meeting of the members duly called and constituted and any adjourned holding thereof.
 - (v) 'Paid-up' includes credited as paid up.
 - (w) 'Register of Members' means the Register of Members to be kept pursuant of the Section 150 of the Act.
 - (x) 'The Registrar' means the Registrar of Companies of the state in which the Registered office of the company is situated.
 - (y) 'Company's Regulations' means the regulations for the time being for the management of the Company.
 - (z) 'Secretary' includes a temporary or assistant secretary or any other person (s) appointed by the Board to perform any of the duties of secretary.
- II Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.
- III Words imparting singular number shall include the plural number and vice versa and words imparting masculine gender include feminine or neutral gender, as the case may be.
2. The regulations contained in Table 'A' of schedule I to the Act shall be deemed to be incorporated and to form part of these Articles with the exception of such portions as are hereinafter expressly or by necessary implication excluded, altered or modified.

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

Sl. No.	Name, Address & Description of the subscriber	No. of Shares taken by each Subscriber	Signature of Subscriber	Signature Address & description of Witness
1.	Delhi Small Industries Development Corporation, Baba Kharak Singh Marg New Delhi. Through Gyaneshwar Prasad Srivastava S/o Late Sh. S.K. Lall R/o J-22, Malviya Nagar Extension, New Delhi (Service)	One	Sd/-	I witness the signatures of both the Subscribers (S.C.Gupta) Sd/- A.C.A. partner S.R. Khurana & Company, Chartered Accountants B-6, Asaf Ali Road New Delhi
2.	Lt. Governor of Delhi, Raj Niwas, Raj Niwas Marg, Delhi through Navin Chawla S/o Dr. Satya Brath. R/o D-241, Defence Colony, New Delhi (Service)	Ten	Sd/-	
Total		Eleven		

New Delhi, dated 6th day of December 1975.

proprietors, livery-stable keepers, job masters, farmers, dairymen ice-merchants, live and dead stock and foreign produce of all descriptions, hairdressers, perfumers, chemists, proprietors of clubs, baths, dressing rooms, laundries, reading, writing and newspaper rooms, libraries, grounds, and places of amusement, recreation, sport, entertainment and instruction of all kinds; tobacco and cigar merchants, travel agents for railways, shipping and airways and road, transport corporations, companies or bodies and carriers, theatrical agents, operate as box-office proprietors and general agents and as proprietors conducting safe deposit vaults and to carry on business of running night clubs, swimming pools, bakery and confectionery an any other allied business.

2. To construct, purchase, lease, own establish, run, alter and manage printing presses, litho presses art studios, photo studios, workshops, foundries and factories for the purpose of maintaining, repairing, altering, servicing all sorts of machinery whatsoever run by power, electricity, steam, oil, gas, vapour, mechanical power or atomic energy and other components, parts and all apparatus, accessories, fittings, machinery or things necessary or convenient for carrying on any of the above specified business or usually dealt with by persons engaged in like trades or business.
3. To take or otherwise acquire shares and securities of any Company and to sell, hold, reissue, with or without guarantee or otherwise deals with the same.
4. To purchase, take on hire or otherwise acquire halls, theaters, concert halls or other buildings of a like character and renting rights in the same and to sell, give on hire or otherwise dispose of the rights so acquired.
5. To import, purchase, sell and barter all goods and merchandise and open, run or manage shops.
6. To guarantee the payment of money unsecured or secured by or payable under or in respect to promissory notes, debentures, debenture stock, contracts, mortgage, charges, obligations, instruments and securities of any Company or authority. Municipal, local or otherwise or of any person whomsoever whether incorporated or not and generally to guarantee or become sureties for the performance of any contracts or obligations.
7. To carry on the business of refrigerator and air-cooling and conditioning engineers in all their respective branches and to manufacture, import, export, buy, sell, supply, let on hire, repair or otherwise deal in plant, machinery, apparatus, implements and appliances of all kinds required for or capable of being used in connection with the refrigeration and cold storage of commodities and the cooling and air-conditioning of premises.

IV The liability of the member is limited.

V The share capital of the Company is Rs.10.00 Crores (Rupees Ten Crores only) divided into 10,00,000 (Ten lakhs) shares of Rupees 100/- (Rupees one hundred) each.

- 7
14. To lend money to such persons or companies and on such terms as may seem expedient and in particular to guarantee the performance of contracts by any such person or companies.
 15. To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures, debenture stock, policies or securities of any other Company having objects altogether or in part similar to those of this Company and to promote any Company or companies for the purpose of acquiring the undertaking of this Company or any part thereof or all or any of the properties, rights and liabilities of this Company.
 16. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the company or the dependents or connections of such persons, to grant them pensions and/ or other allowances, to make provident fund contributions for their benefit and to make payments towards insurance on their lives and to subscribe or guarantee money for charitable or benevolent objects or for any exhibitions, for any public, general or useful objects.
 17. Generally to purchase, take on lease or in exchange, hire or otherwise acquire any movable and immovable property and any rights or privileges, which the Company may think necessary or convenient for the purpose of its business and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
 18. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
 19. To undertake and execute any trusts, the undertaking whereof may seem desirable, either gratuitously or otherwise.
 20. To sell, improve, manage, develop, exchange, lease, mortgage or otherwise deal with all or any part of the properties and rights of the Company.
 21. To procure the company to be registered or recognized in any foreign country or place.
 22. To pay all the preliminary expenses of any kind and incidental to the formation and incorporation of the Company out of the funds of the Company.
 23. To carry on any other business which under existing circumstances may seem capable of being conveniently or advantageously carried on in connection with the business of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the properties or rights of the Company.
 24. To help and assist entrepreneurs engaged in the manufacture of goods connected directly or indirectly with travel industries.
 25. To adopt such means of making known the products and name of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibitions of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
 26. To do and carry out all or any of the above objects or things in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
 27. To enter into arrangement with authorities owning land, roads, bridges, subways, bridges, foot over bridges, grade separators and any other structures for managing the same and to obtain from them such rights and concessions that may be possible in order to use the space and area in such manner that may be advantageous to the Company whether by way advertisement rights, leasing and sub-leasing space, setting up and creating shopping center or otherwise.

(C) THE OTHER OBJECTS ARE :

1. To carry on the business of importers and manufacturers of and dealers in textile goods, perfumery, silken and woolen garments, dealers in novelty and other goods and as general merchants, garage

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS ARE AS UNDER :

1. To develop and turn to account and land required by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting on building lease or building agreements and by advancing money to and entering into contracts and arrangements of all kinds with building tenants and others.
2. To appropriate, in part or parts of the property of the Company for the purpose of and to build and let shops, offices and other places of business.
3. To enter into agreements with companies, associations, societies, organisations of persons, foreign or Indian, for securing any of the objects of the Company or for any purpose conducive to any object.
4. To enter into any partnership, arrangement for sharing profits, union of interests, co-operation, joint ventures, reciprocal concessions or otherwise, with any person or Company carrying on or engaged in or about to carry on or engage in any business or transaction, which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
5. To acquire and undertake the whole or any part of the business, property and liabilities of any person or persons or Company, carrying on any business which the Company is authorised to carry on.
6. To act as agents and/ or to enter into agreements with any Government, Semi-Government, Quasi-Government or Public Undertaking or Government-owned company or any authority, municipal or local or any manufacturer, merchant and others that may seem beneficial to the Company's objects and to obtain from such Government, authority or merchant rights, privileges and concessions which the Company may think desirable and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions and to transact and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
7. To establish agencies in India and elsewhere and to regulate their working and discontinuance thereof.
8. To undertake the management of any Company or companies having objects altogether or in part similar to those of the Company.
9. To invest and deal with the moneys of the Company not immediately required by purchasing shares of any other company carrying on any business which this Company is authorised to carry on or in such other manner as may from time to time be determined by the Company and to distribute any of the property of the Company in specie among the members as may be permissible under the law.
10. To promote any Company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
11. To amalgamate with any of the companies having objects altogether or in part similar to those of the Company.
12. To acquire and hold shares in any other company having objects wholly or partly similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
13. To borrow, secure or raise the payment of money in such manner as the Company shall deem fit whether by issue of debentures or otherwise charged with all or any of the assets or property of the Company that the Company may acquire and to redeem, purchase, tender or pay off any such securities and in particular to issue debentures or debenture stock at the price of any asset taken over by the Company from the Union or State Government, local authority or otherwise.

MEMORANDUM OF ASSOCIATION
OF
DELHI TOURISM & TRANSPORTATION
DEVELOPMENT CORPORATION LIMITED

- I. The name of the Company is "Delhi Tourism & Transportation Development Corporation Limited".
- II. The registered office of the Company will be situated in the Union Territory of Delhi.
- III. The Company is established for the objects as under :-
 - (A) THE MAIN OBJECTS OF THE COMPANY ARE :
 - I. TO DEVELOP TOURISM AND TO :-
 - (a) take over and manage existing hotels and sell, construct, purchase, acquire lease, take on lease, to carry on projects, run and maintain hotels, motels, restaurants, canteens, cafeterias, travelers lodges, guest houses, places of tourist attraction and other places for the purpose of boarding, lodging and stay of tourists.
 - (b) establish and manage transport units, travel and transport counters, import, purchase, lease, sell and run or otherwise, operate cars, cabs, buses, coaches, trucks, launches, ropeways, aircrafts, helicopters and other modes of transport.
 - (c) construct, run and maintain tourist information bureaus and centers in the Union Territory of Delhi and elsewhere and to produce, distribute and sell tourist publicity material, edit, design, print, publish, sell or otherwise deal with books, magazines, periodicals, folders, inserts, guide maps, pamphlets, bills, posters, picture post cards, diaries, calendar slides, cinematograph films and other material for the purpose of giving publicity to and developing tourism.
 - (d) provide entertainment to tourists by way of cultural shows, tourist complexes, entertainment and amusement parks, dances, music concerts, ballets, films, shows, sports and games, son-et-lumiere spectacles and others.
 - (e) have collaboration with the archaeological survey, Department of Tourism, Department of Culture and Indian Tourism Development Corporation with a view to develop and promote tourism.
 - (f) provide shopping facilities to tourists, establish and manage shops including duty-free shops, bazaars, emporia and other places for selling travel requisites and other articles of tourist interest.
 - (g) organise all-inclusive tours by road, rail, sea, air or otherwise and to enter into all agreements connected with the organisation of such tours.
 - (h) plan, design, erect, build, alter, pull down, develop, carry out, improve, execute, administer, manage and control works and conveniences of all kinds including tramways, ropeways, barrages, reservoirs, structures, embankments, canals, roads, culverts, bridges, approach roads, subways, grade separators.
 - (i) undertake and be engaged in the business, whether as dealer, commission agent, whole saler, distributor and retailer of wine and liquors and spirits of all kinds, mineral water, beer and other soft drinks.
 - (j) To carry on the business as authorised full fledged money changers, authorised restricted money changers including inter bank broking in foreign exchange subject to approval of Reserve Bank of India (If necessary).
 - (k) To carry on the business of transport for carrying passengers and / or cargo by road, water and/ or air and to purchase, take on hire or on lease and to provide on lease the motor cars, lorries, buses, wagons, air crafts, ships or boats, and all other kind of vehicles used for the transportation.

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME

COMPANY NO.....8007

IN THE OFFICE OF THE REGISTRAR OF COMPANIES
DELHI AND HARYANA

(UNDER THE COMPANIES ACT, 1956 (OF 1956))

In the matter of DELHI TOURISM DEVELOPMENT CORPORATION LIMITED.
I hereby certify, that DELHI TOURISM DEVELOPMENT CORPORATION LIMITED which was originally incorporated on TWELFTH day of DECEMBER One Thousand Nine Hundred SEVENTY FIVE.

Under the Indian Companies Act, VII of 1913, Companies Act, 1956 and under the name DELHI TOURISM DEVELOPMENT CORPORATION LIMITED having duly passed the necessary special resolution in terms of section 21 of the Companies Act, 1956, and the approval of Central Government signified in writing have been accorded thereto in the Department of Company Affairs, New Delhi approval letter No. 21/8007/12827 Dated 15/6/89. The name of the said company is this day changed to DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LIMITED and this certificate is issued pursuant 23 (1) of the said Act.

Given under my hand at NEW DELHI this FIFTEENTH day of JUNE (One Thousand Nine Hundred EIGHTY NINE).



(D.K. Gupta)
ASSTT. / REGISTRAR OF COMPANIES
DELHI AND HARYANA

Details of Contractors

Sr. No.	Name & Address of the contractor establishment	Name & Address of the Prop./ Partner/ Dir. Of the establishment	Website address	Name & Address of site where contract labour is to be employed	Nature of work of contract	Max. No. of workers proposed to be employed	Period of Contract		Name & Address of the person Incharge of site/ contract work	Date of payment of wages	Remarks
							From	To			
1	M/s. Good Year Security Services, A-75, Upper Ground Floor, Sector-8, Dwarka, New Delhi-110075	Shri Sanjay Singh	gyssdwarka@yahoo.co.in	Guru Teg Bahadur Memorial Singhu Border, Near MCD Toll Plaza Delhi	Security	22	1-5-16	30-7-16	Shri Jagmohan, Incharge Mobile:8901356119 Phone: 27781792	10 th of every month	
2	M/s. Good Year Security Services, A-75, Upper Ground Floor, Sector-8, Dwarka, New Delhi-110075	Same as above	gyssdwarka@yahoo.co.in	Same as above	Housekeeping	22	16-5-16	Till the new contract commenced	Same as above	10 th of every month	
3	M/s. Green Solutions F-31/64, Lane No.2, Opp. Social Welfare Centre, Katwaria Sarai, New Delhi-110016	Dr. Dharmendra		Same as above	Maintenance of Horticulture work	13	26-10-13	25-10-14	Same as above	10 th of every month	Contract extended till further orders with same terms & conditions
4	M/s. Ramesh Electric Works, 53/1, Arjun Nagar, New Delhi-110029	Mr. Ramesh	rameshelectricworks@gmail.com	Same as above	Operation and maintenance of Electrical equipments	1	1-5-16	30-4-16	Same as above	10 th of every month	

Annexure-1

<i>Sr no (as in Annexure-A)</i>	<i>Particulars</i>	<i>Description</i>
A1.	Name and address of the P.E.	Delhi Tourism & Transportation Development Corporation (DTTDC) 18-A, DDA Shopping-cum-Office Complex, Defence Colony, New Delhi-110024
A2.	Website Address	http://www.delhitourism.gov.in/delhitourism/index.jsp
A3.	Name and address of the Proprietor/Director/Partners	MD&CEO, DTTDC 18-A, DDA Shopping-cum-Office Complex, Defence Colony, New Delhi-110024
A4.	Phone/Mobile Number and E-mail I.D. of establishment/ person Incharge of contract work	Shri Sudhir Sobti, Chief Manager, DTTDC Mobile: 9810422633 Email: sudhirdelhitourism@gmail.com
A5.	Name & Address of the place/site where the contract workers are to be employed	Guru Teg Bahadur Memorial Singhu Border, Near MCD Toll Plaza Delhi
A6.	Phone/ Mobile Number and E-mail ID of person Incharge of the site	Shri Jagmohan, Incharge Mobile:8901356119 Phone: 27781792 E-mail: gtbm.delhitourism@gmail.com
A9.	Nature of work for which contract workers are to be engaged/employed	Security, Housekeeping, Electrical Maintenance and operation
A16.	Name & Designation of the person authorized under Rule _____	Shri Sudhir Sobti, Chief Manager, DTTDC

CHECK LIST - PRINCIPAL EMPLOYER

ANNEXURE-A

Sr. No.	Particulars	Description	PDF Attachment
A 1	Name and Address of the P.E.	Annexure - 1	
2	Website address	-do- Page-3	
3	Name and address of the Proprietor/ Director/ Partners	-do-	
4	Phone/ Mobile Number and E-mail I.D. of establishment/ person incharge of contract work	-do-	
5	Name and address of the place/ site where the contract workers are to be employed	-do-	
6	Phone/ Mobile Number and E-mail ID of person incharge of the site	-do-	
7	Copy of Power of Attorney/ Board resolution authorizing to act as P.E.	Annexure - 2 - Page 4	
8	Copy of MOA/ AOA/ Partnership Deed/ Proprietor's I.D. Proof	X	*
9	Nature of Work for which contract workers are to be engaged/employed	Annexure - 1 - Page-3	
10	Form " V" issued by P. E. to each contractor -Rule 21(2)	Attached = Annex 3 - Page-27	
11	Notice of commencement/ completion of contract work- Rule 81 (3) V-B	Attached = Annex-4 Page-30	
12	Application in Form 1 - Rule 17 (1)	Attached = Annex-5 + 5A* - Page-33	
13	Agreement with each contractor alongwith rate & no. of workers for which contract has been given	Annex 7 - Page-36	
14	Letter of extension of contract period issued to contractors, in case of renewal of license		*
15	Affidavit by P.E. regarding compliance of Rule 25 (2) (V) and that wages to contract workers are being paid through Account Payee Cheque/ ECS.		*
16	Name and designation of the person authorized under Rule	Annexure - 1 - Page - 3	
17	Challan of Registration Fees (G.A.R.-7)		*
18	Registration Certificate No. under CLRA Act, 1970		*
19	Registration Number/ Certificate under the Companies Act, 1956	X	*
20	Registration Number/ Certificate under the Delhi Shops & Establishment Act, 1954/ Factories Act, 1948	X	*
21	Copy of application for amendment	X	*
22	Annual Return- Rule 82 (2)		*

DETAILS OF CONTRACTOR

Sr. No.	Name & address of the contractor establishment	Name and address of the Prop./ Partner/Dir. of the establishment	Website Address	Name & address of site where contract labour is to be employed	Nature of work of contract	Max. No. of workers proposed to be employed	Period of contract		Name & address of person incharge of site/ contract work	Date of payment of wages	Remarks
							From	To			
1											
2											
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Annexure B Page-35



**DELHI TOURISM & TRANSPORTATION
DEVELOPMENT CORPORATION LTD.**

(A GOVERNMENT UNDERTAKING)

OFFICE OF THE EXECUTIVE ENGINEER (E)/PB
MAJNU KA TILA, WAZIRABAD BRIDGE PROJECT OFFICE,
OUTER RING ROAD, DELHI-54

F. No. DTTDC/Engg./I(119)/EE(E)/PB/ 8678

Dated: 11, June' 2014

To

M/s. Ramesh Electric Works,
53/I, Arjun Nagar,
New Delhi.

Sub: A/R & M/O GTB Memorial at Singhu Border, Delhi. (SH:- MOEI routine maintenance operations of 82.5 KVA & 160 DG Sets etc.)

Sir,

1. Your tender for the work mentioned above has been accepted on behalf of the M.D. DTTDC Ltd., at your tendered amount of Rs.6,72,000/- (Rupees Six Lac & Seventy Two Thousand only) which is 9.87% above the estimated cost of Rs. 6,11,610/- (Rupees Six Lac Eleven Thousand Six Hundred and Ten only).
2. You are requested to submit the performance guarantee of Rs. 33,600/- (Rupees Thirty Three Thousand & Six Hundred only) within 15 days from issue of this letter. The Performance Guarantee shall be deposited in the form of Deposit at Call Receipt/FDR/Banker Cheque/Demand Draft/Pay Order of Scheduled Bank in favour of "DTTDC Ltd.", and shall be valid for 16 Months.
3. On receipt of prescribed performance guarantee, necessary letter to commence the work shall be issued, and the site of work handed over to you thereafter.
4. Please note that the time allowed for carrying out the work as entered in the tender is 1(One) Year, which shall be reckoned from the 7th day after the date of issue of this letter or the date of handing over the site, whichever is later.

EXECUTIVE ENGINEER (E)/(PB)
DTTDC Ltd., NEW DELHI.