Account Statement for Account Number 04951131001953

Acc. Statement Date:

14/02/2020 6.09 PM

Branch Details

Branch Name:BHUBNESHWAR-SAHID NAGAR

Customer Details

Customer Name: CENTURION UNIVERSITY OF

TECHNOLOGY AND MANAGEMENT

Joint Holder Name: DEBASISH PANDA

Bank Address: ORIENTAL BANK OF COMMERCE Customer Address:PLOT NO.136,137

RAMACHANDRAPUR

ALOK BHARTI TOWER JATANI KHURDA

SAHID NAGAR

City:BHUBANESHWAR City:KHURDA

Pin:751007 Pin:752050

IFSC Code:ORBC0100495 Nominee:

Customer Id:30197859

Statement Period:From Date:16/08/2018To Date:16/08/2018

SI.		Transaction Date	Value Date	Instrument ID	Narration	debit	Credit	Account Balance	Remarks
	1	16/08/2018	16/08/2018		NEFT-E D I		50,000.00	6,95,913.00	NEFT- IBKL1808164280 82

Note:

1. Computer generated entries shown in the Statement of Account do not require authentication/initial from the Bank Official. Please do not accept

any manual entry in your computer generated Statement of Account.

Phone Number(with country code):



PURCHASE ORDER

Princ	cipal Place of Business	s/Bill To			Supply	/To				· ·
(Forgi Plot n P.O. U Tel Fax Email Webs GSTIN	ite : www.rsbglobs N : 21AABCR392 Code & State : 21 ODISHA	90 rsbglobal.com al.com 25R1Z5 PAN CIN	: AABCR392 : U34102PN1	5R 1989PLC01480	MANIA, 754022 Tel Fax Email Website	CK UNIT -1, KOTSAHI,TA	NS (I) LTD.(Cu NH-5,PLOT NO NGI,CHOUDW : 91674-2550 : 91674-2550 : ranjan.jena(: www.rsbgloi : 21AABCR3(: 21 ODISH	0.1011,1007 AR 590 590 @rsbglobal.co pal.com 925R1Z5	PAN : AABCF	R3925R 2PN1989PLC014807
	THE STATE OF THE PARTY OF THE P	Supplier Details		1443年4			HIGH STATE	PO Details		
Name Address Tel Email GSTIN PAN	ss : HIG5,BDA E GTET,At.JITM : * : sidharth.das	C	hariput .Uppalada , P	'aralakhemundi	Order Da Revision Quotatio Our Refe	n No/ Date n No/ Date erence No. Order No.	: QH / 180 : 99/18/18 : 0 / 09/22/ : : : : 03/31/19		late.	
No.	Item Code	Drawing No.	HSN	Quantity.	Rate	GST	Amount/Percer	ataas		
1	Description M06050020	Mod No:	SAC	UOM	Currency	IGST	CGST	SGST	Request Date	Amount (Qty x Rate)
	SHEARING BLADE 65X65 WITH MATERIAL		84559000	20.000 EA	7420.00 INR		13356.00 @ 9.0 %	13356.00 @ 9.0 %	09/18/18	148400.00
	M06050021 SHEARING BLADE 75X75 WITH MATERIAL		84559000	10.000 EA	7420.00 INR		6678.00 @ 9.0 %	6678.00 @ 9.0 %	09/18/18	74200.00
				-			Total		* * * * * * * * * * * * * * * * * * * *	222600.00
							CGST	nput@9%	180	20034.00
							SGST	nput@9%		20034.00
							Other	se Account		
								se Setoff Accou	int	
							Grand		JIII	262668.00
rand	Total (In Words) : Ru	pees Two Lakh Six	ty Two Thous	and Civ Hunder	d Ciuta Fini	0.1				202008.00
Remarl	y Terms : AS	PER LAST SUPPL Days From Accept	LY.	on Hardre	S SINTY LIGHT		58° 21°			

Checked By

Authorized By



Fwd: schedule nov 18

1 message

Aurobindo Sahu <aurobindosahu@gmail.com> To: Jitendra Kumar Patnaik < jitendra.patnaik@gramtarang.org.in>

Wed, Feb 19, 2020 at 2:37 PM



Powered by cloudHQ

-- Forwarded message -----From: Krishnamurari Prasad krishnamurari.prasad@rsbglobal.com Date: Sun, Nov 4, 2018 at 1:01 PM

Subject: schedule nov 18
To: <aurobindosahu@gmail.com>, sadat.ali <sadat.ali@gramtarang.in>



RSB Transmissions (I) Ltd.

Schedule No. :-

PLOT NO. 184 & 189 Belur Industrial Area

Schedule Month:-NOV 2018

Dharwad

To

GramTarang Employability Trng

orrisa

Kind Atten. Mr. arvindo shahu

					Confirm Zone		Tentative Zone		
SI.No.	PO Number	Description	Quantity Open	Quantity Open	Qnty	Delivery Date	DEC'18	Jan-19	Feb-19
1		21320190091P12P	SEAT SCREW 4337930	4,800	600.00	05.11.18	400	400	400
2		21320190086P12P	SEAT SCREW 4190634	3,360	400.00	05.11.18	200	200	200
3		21320190087P00P	SEAT SCREW 4190636	1,680	200.00	05.11.18	100	100	100
4		21320190088P00P	SEAT SCREW 4190635	840	200.00	05.11.18	100	100	100
5		21320190008P00P	SEAT SCREW TE05275	24,480	2,500.00	05.11.18	2040	2040	2040
6		21320190094P00P	SEAT SCREW 4195689	48,000	6,000.00	05.11.18	4000	4000	4000

Kindly Despatch The Materials as per above Schedule . If There Is any changes we will Inform accordingly.

Thanking You

FORMAT NO. RSB-D/PUR/10

REV NO & DATE : 00/01.08.09

KEISHAN MURARI PRASAD RISH TRANSMISSION(I)LTD DHARWAD

DISCLAIMER:

This e-mail may contain proprietary, privileged and confidential information and is sent for the intended recipient(s) only. If, by an addressing or transmission error, this mail has been misdirected to you, you are requested to notify us immediately by return email message and delete this mail and its attachments. You are also hereby notified that any use, any form of reproduction, dissemination, copying, disclosure, modification, distribution and/or publication of this e-mail message, contents or its attachment(s) other than by its intended recipient(s) is strictly prohibited. Any opinions expressed in this email are those of the individual and may not necessarily represent those of the company. Before opening attachment(s), please scan for viruses.

Regards,

Aurobindo Kumar Sahu Paralakhemundi (Odisha) Ph.09692385714



PURCHASE ORDER 00304-0000004719

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002



CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited The Leela Galeria, Commercial Block, 7th Floor, No. 23, Airport Road, 560008 Bengaluru KA Tel: +91.80.4306.7000

PO Date	:: 10-E	Dec-2018
---------	---------	----------

VENDOR:

Gram Tarang Employability Training

B-107, KSR, Pleasant Valley, Madhavadhara, Visakhapatanam 530018 Visakhapatnam AP

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600

PLEASE REMEMBER:

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

Line	Description	Quantity	UOM	Unit Price	Total	Due Date
1-1	External Subcontractor Fee	1.00	EA	400,000.00	400,000.00	31/12/2018

<<**Start Date:2018-11-20**User Comments:External Subcontractor Fee.
To Create e-Learning contents using 3D Experience.
Period:01-Nov-2018 to 31-Dec-2018>>

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency	INR
Total Purchase Amount (TAX not included)	400,000.00

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (iii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption, (ii)comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of

PURCHASE ORDER 00304-0000004976

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City, Phase-II Gurugram HR 122002



CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited 12th Floor, Building # 10C, DLF Cyber City, Phase II, 122002 Gurugram HR Tel: +91.124.457.7100

PO Date:	21-Feb-2019
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VENDOR:

Gram Tarang Employability Training

B-107, KSR, Pleasant Valley, Madhavadhara, Visakhapatanam 530018 Visakhapatnam AP

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600

PLEASE REMEMBER:

- A. For India vendors Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information As applicable
- v. Service tax Category As applicable
- vi. Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

Line	Description	Quantity	UOM	Unit Price	Total	Due Date
1-1	2019-External subco cost- Gram tarang from jan'19 to April 19	1.00	EA	800,000.00	800,000.00	27/02/2019

External Subcontractor Cost for Creation of e-Learning content using 3DEXPERIENCE platform.
Period 01-Jan-2019 to 30-Apr-2019

Freight Terms: Freight Charges Incl.

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency	INR
Total Purchase Amount (TAX not included)	800,000.00

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third party.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (ii) to take all necessary measures to protect the Confidential Information, (iii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (iii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (http://www.3ds.com) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anticorruption, (ii)comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

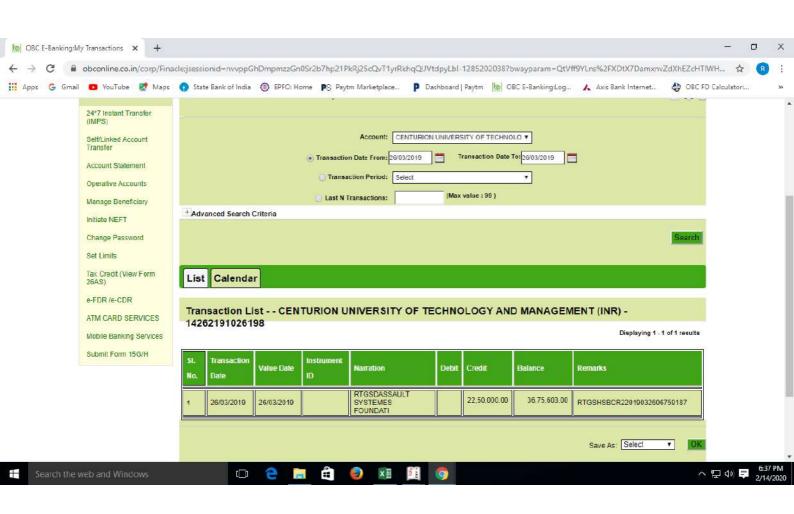
Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of



Gap Inc.

GPS Services a Folsom Street San Francisco, CA 9410;

Grant Agreement

January 26, 2016

Abhinav Madan, Gram Tarang HIG 5 BDA Duplex Phas Bhubaneswar, 751020

Dear Abhinav Madan,

I am pleased to confirm that Gap Inc. will contribute \$92,108.00 to Gram Tarang, to support the India P.A.C.E. vocational program on the basis described in this letter. We are delighted to support your efforts. We applaud your commitment to the community and we hope that our grant contributes to your success.

These are the terms of our grant to you:

- Grant Purpose and Use of Funds. We are funding the program described in your 2015 grant proposal. You will use the funds from our grant only for the charitable, scientific, literary or educational purposes described in that proposal and repay any portion of the amount granted that is not used for those purposes.
- Payment. We will make payment of the grant in a single lump-sum upon receiving this signed agreement letter.
- Regular Communication and Annual Report: We are very interested in learning about
 your successes and challenges in carrying out the program we are funding and we expect
 to be in contact with you throughout the grant period. Per this agreement, you will
 provide us with one grant report (including narrative and financials) at the conclusion of
 the grant term. Please contact us if you have any questions regarding the timing. Please
 note that we will not consider your organization for another grant until we have received
 and reviewed your report.
- Recognition. We ask you to identify Gap Inc. as a financial supporter on your website and in appropriate publications. We may identify you and include information about you and the program we are funding on our website and in our publications.
- Compliance. We expect you to comply with all laws associated with the program we are funding. You will not use any portion of the grant funds (i) for lobbying, (ii) to influence the outcome of any specific election for candidates to public office or (iii) in a manner that is inconsistent with any applicable anti-terrorist financing and asset control laws, regulations, rules or executive orders. We expect you to maintain your books and records in a manner that will provide Gap Inc. with sufficient detail to review your receipts and expenditures relating to the grant, and make them available for review by us on reasonable notice.



Termination and Modification. We may in our sole discretion terminate our support if at
any time you violate any terms of this agreement. If we take that action, on our written
request you will repay any unexpended grant funds. This agreement may be modified
only as stated in a document signed by both of us that refers to this agreement and says
that it is modifying this agreement.

Please confirm your understanding and agreement with these terms by signing where indicated below. Return the signed letter by email to your main point of contact, Noel Simpkin at noel simpkin@gap.com.

* * * * * * *

Please feel free to contact our team should you have any questions related to this grant. Thank you for your contributions to the community. You have our best wishes for your work.

Sincerely,

Gan Henkle

Dan Henkle President, Gap Foundation Gap Inc.

Enclosure

CONFIRMED AND ACCEPTED AS OF 28 JAN , 2016:

Gram Tarang

By:

Signature:

Name: ABMINAV MADAN Title: MD (ED.

4842

SUB-CONSULTANCY AGREEMENT

This Sub-Consultancy Agreement (hereinafter called as "CONTRACT" or "AGREEMENT") is made on October 15, 2018 between:

IPE GLOBAL LIMITED, a Public Limited by Shares Company under Section 18 of the Companies Act 2013 with CIN: U74140DLI998PLC097579; having its registered office B-84, Defence Colony, New Delhi – 110024, India; **Contact No.** +91-11-40755900; **Facsimile**: +91-11-24339534, **Email Id**: procurement@ipeglobal.com and hereinafter referred to as "**IPE GLOBAL**" or the "**COMPANY**";

AND

CENTURION UNIVERSITY OF TECHNOLOGY & MANAGEMENT having its registered office at Ramachandrapur, PO: Jatni, Khordha 752050, Odisha, Ph: 7077580377 (Dr. Anita Patra, Registrar), **Contact Person**: Dr. Smita Mishra Panda **Contact No:** 7008442061, Email: smita.mishra@cutm.ac.in; hereinafter referred to as "**SUB-CONSULTANT**".

GSTIN OF Sub-Consultant: 21AAAJC0752B1Z8

IPE Global Limited and the Sub-Consultant are hereinafter collectively referred to as the "PARTIES" and individually as "PARTY".

And WHEREAS IPE Global has been awarded an assignment by **DFID** (**DEPARTMENT FOR INTERNATIONAL DEVELOPMENT**); hereinafter referred to as the "CLIENT" for "INFRASTRUCTURE FOR CLIMATE RESILIENT GROWTH IN INDIA (ICRG) PROGRAMME" hereinafter referred to as "PROJECT". IPE Global has entered into an agreement with the Client; hereinafter referred to as "PRIME CONTRACT".

WHEREAS the Sub-Consultant agreed to provide service on the terms and conditions set forth herein and the annexures attached hereto; hereinafter referred to as "SERVICES".

FOLLOWING ANNEXURES FORMS AN INTEGRAL PART OF THIS AGREEMENT:

ANNEXURE – I: Statement of Work (SoW)

ANNEXURE – II: Schedule of Price and Payment

ANNEXURE – III: Format of Invoice

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. COMMENCEMENT AND TENURE OF CONTRACT

1.1. The Contract shall be deemed to have commenced from **September 22, 2018** and shall be valid up to **February 16, 2019** unless this Agreement is terminated earlier in accordance with the terms and conditions of this Agreement.

1.2. As per the Project requirement, the Contract shall be effective from the date of commencement of the Services as mentioned above in Clause 1.1, notwithstanding such Services may have commenced prior to the Contract date.

2. DUTIES OF SUB-CONSULTANT

- 2.1 Sub-Consultant shall provide such Services and as defined in the Scope of Work of the Project. Services performed by Sub-Consultant under this Agreement, is more particularly described in the Statement of Work (SoW) set forth in **ANNEXURE I.**
- 2.2 Sub-Consultant shall provide services for such period as given in Schedule of Price and Payment in **ANNEXURE II**.
- 2.3 It is expected that Sub-Consultant will carry out the services under this Agreement with due diligence and efficiency, in a practical manner designed to promote the objectives of the project, and to confirm and enhance the professional reputation of IPE Global, its clients and associates. The inputs of Sub-Consultant may be increased or decreased, within reason and with adequate notice and/or as per decision/approval of Client, at discretion of the project management and IPE Global.
- 2.4 Sub-Consultant shall provide its services as per the SoW as provided in Annexure I. For day to day activities, Sub-Consultant will coordinate with the designated "PROJECT MANAGER" for this engagement.

3. PLACE OF PROVIDING SERVICES

3.1 All Services under this Agreement shall be supplied by Sub-Consultant, from and final output is delivered to Project Site, under the Contract, for proper performance of their duty.

4. REMUNERATION

- 4.1 IPE Global shall make payments to Sub-Consultant in accordance with the schedule as mentioned in (Annexure II). Payments under this Agreement will not exceed a maximum limit of INR 9,94,680.00/- (Nine Lakhs Ninety-Four Thousand Six Hundred and Eighty Only), hereinafter referred as the "Financial Limit". The Financial Limit is inclusive of all taxes, by whatever name called. However, Goods and Services Tax (GST), subject to the provision of GST Rules, shall be paid in addition to this price, as per applicable laws.
- 4.2 No expenditure shall be incurred in excess of the Financial Limit and other than those expressly provided in Annexure II without prior written approval of the Project Manager and amendment to this effect is executed between the Parties. Any bank charges levied by Sub-Consultant's bank shall be borne by Sub-Consultant.
- 4.3 Payments payable by IPE Global for the Services under this Contract are deemed to cover the cost of remuneration, per diem, travel overheads, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred by Sub-Consultant in the delivery of the Services except where otherwise specifically provided for in this Contract.

SCA Ref.:	IPE-ICRG-RIF (043) - Centurion
Supplier Code:	16451
ERP PO No.:	4842

- 4.4 The Professional fees and/or rates payable to Sub-Consultant as stated in this Agreement are not subject to any escalation during the performance of the Agreement and/or the Project.
- 4.5 Sub-Consultant shall submit Invoice with other necessary supporting documentation duly approved by the Project Manager, and sent to:

IPE Global Limited B-84, Defence Colony, New Delhi – 110024, India GSTIN: 07AAACI5794A1ZP

5. TERMS OF PAYMENT

5.1 Payments related to this Agreement from IPE Global shall be made to Sub-Consultant's bank account via Cheque / Account Transfer; the details of Sub-Consultant's Bank account are enclosed as below. Any changes in the below mentioned bank details would be done by way of amendment to this Agreement.

Account Name:	Centurion University
Account No:	36700033488
Name of Bank:	State Bank of India
Address of Bank:	Jatni, Main Road, Dist – Khurda, Odisha 752050
IFSC/SWIFT Code:	SBIN0002071

- 5.2 All payments to Sub-Consultant shall be made against the receipt of a Valid Invoice¹, upon approval of the Deliverables/Milestones/Reports/Time Sheets by the Project Manager and/or Client, as elucidated in Annexure II of this Agreement. The payment will be made generally within 30 days upon receipt of the Valid Invoice. All payments under this contract shall be made in INR.
- 5.3 Statutory Income Tax deduction, as applicable, will be made from the invoiced fee for the Services rendered to IPE Global as per prevailing Government laws. TDS Certificate for any deductions made under the Agreement will be furnished to Sub-Consultant as per existing laws. The responsibility of paying tax on total income and filing the Income Tax returns shall be of Sub-Consultant.
- In case the Client withholds part or full payment relating to Sub-Consultant's inputs for reasons of quality of outputs not meeting required standards, IPE Global will withhold the same amount of payments to Sub-Consultant. Sub-Consultant will be expected to improve the outputs and on approval of the same by Client, balance payments shall be released to Sub-Consultant. Any disallowances by the Client directly attributable to Sub-Consultant will be deducted from payment to Sub-Consultant. Sub-Consultant will assist in appealing and reinvoicing for any such disallowance.

¹ An invoice is termed '<u>Valid Invoice</u>' when it is submitted with Goods and Services Tax Identification Number (**GSTIN**) and registered address, clearly specifying the break-up of GST charges, (in case applicable) along with approved conforming Deliverables/Milestones/Reports/Time Sheets and supported by relevant information, supporting documents, vouchers, etc. as laid down in the Contract/Amendment/Addendum.



SCA Ref.: IPE-ICRG-RIF (043) - Centurion
Supplier Code: 16451
ERP PO No.: 4842

5.5 If for any reason, the Client and/or IPE Global is dissatisfied with the performance of Sub-Consultant, an appropriate sum may be withheld from any payment otherwise due. Payments of outstanding dues shall be made on the remedy of unsatisfactory work or resolution of outstanding queries.

6. REPORTING

6.1 Sub-Consultant shall report to the Project Manager or any other person nominated by him/her and always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to IPE Global and the Client, and shall at all times support and safeguard IPE Global's and the Client's legitimate interests in any dealings with any third party.

7. TIME AND ATTENTION

- 7.1 During the continuance of this Agreement:
 - Sub-Consultant will not conclude any contracts or incur any obligation or liability on behalf of or binding upon the Company, or sign any documents on behalf of the Company;
 - Sub-Consultant will not be concerned or interested in any other business of a similar nature to or competitive with that carried on by the Company or any of its Associated Companies or which is a supplier or customer of the Company or of its Associated Companies in relation to its service.

8. PERSONNEL

- 8.1 No changes or substitutions may be made to members of Sub-Consultant's Personnel as identified to do the task as assigned as per this Contract without IPE Global's and/or Client's prior written consent;
- 8.2 Sub-Consultant, being the principal employer of its Personnel and shall be fully responsible for compliances, by whatever name called, under all applicable Laws in the country of Sub-Consultant or the Project, or elsewhere.
- 8.3 The input days is budgeted as per the effort required to deliver the outputs under this Agreement. However, the financial limits as mentioned in Annexure II is firm and fixed and shall not exceed even if the number of actual input days exceeds the budgeted days.
- 8.4 Sub-Consultant shall be responsible for timely payment of remuneration to its Personnel including out-of-pocket expenses. Any delay or non-performance by Sub-Consultant's personnel due to such non-payment would be the entire responsibility of Sub-Consultant.
- 8.5 In case Sub-Consultant's Personnel leave the Project for any reason, or the Client or IPE Global considers any member of the Sub-Consultant's Personnel unsuitable, Sub-Consultant shall substitute such Personnel within 15 days of such vacancy of the position, without direct or indirect charge to IPE Global with a replacement acceptable to Client and IPE Global;
- 8.6 Sub-Consultant is responsible for all acts and omissions of Sub-Consultant's Personnel and for the health, safety and security of such persons and their property. The provision of information



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by IPE Global shall not in any respect relieve Sub-Consultant from responsibility for its obligations under this Contract.

- 8.7 Sub-Consultant shall indemnify and keep indemnified IPE Global and the Client in respect of:
 - (a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by Sub-Consultant, Sub-Consultant's Personnel in connection with the performance of the Contract;
 - (b) any claim, howsoever arising, by Sub-Consultant's Personnel or any person employed or otherwise engaged by Sub-Consultant's, in connection with the performance of the Contract.

9. USE AND PROTECTION OF DATA

- 9.1. Sub-Consultant shall not delete or remove any proprietary notices contained within or relating to Data. Sub-Consultant shall not store, copy, disclose or use Data except as necessary for the performance by Sub-Consultant of its obligations under this Agreement or as otherwise expressly authorised in writing by IPE Global. To the extent that Data is held and/or processed by Sub-Consultant, Sub-Consultant shall supply the Data to IPE Global in the format(s) specified by IPE Global.
- 9.2. For the purpose of Clause 9.1, "Data" shall mean (a) the data, personal data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are: (i) supplied to Sub-Consultant by or on behalf of IPE Global; or (ii) which Sub-Consultant is required to generate, process, store or transmit pursuant to this Agreement;

9.3. Sub-Consultant shall:

- 9.3.1 process the Data only in accordance with instructions from IPE Global and only to the extent and in such manner as is necessary for the provision of the Services;
- 9.3.2 implement appropriate technical and organisational measures to preserve the integrity of the Data and to protect the Data against unauthorised or unlawful processing and against accidental loss, corruption, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Data and having regard to the nature of the Data which is to be protected;
- 9.3.3 take reasonable steps to ensure the reliability of Sub-Consultant personnel who have access to the Data and ensure that such personnel are informed of the confidential nature of the Data and comply with the obligations set out in this Clause 9;
- 9.3.4 ensure that none of Sub-Consultant personnel publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by IPE Global; and
- 9.3.5 permit IPE Global or its representatives inspect and audit Sub-Consultant 's data processing activities and comply with all reasonable requests or directions by IPE Global to enable it to verify and/or procure that the Sub-Consultant is in full compliance with its obligations under this Agreement.



- 9.4. Upon receipt or creation by Sub-Consultant of any Data and during any collection, processing, storage and transmission by Sub-Consultant of any Data, Sub-Consultant shall take responsibility for preserving the integrity of Data and preventing the corruption or loss of Data. Sub-Consultant shall perform secure back-ups of all Data and shall ensure that up-to-date back-ups are stored off-site. Sub-Consultant shall ensure that such back-ups are available to IPE Global at all times upon request, with delivery times as specified by IPE Global.
- 9.5. Sub-Consultant shall ensure that the system on which it holds any Data, including back-up data, is a secure system. If Data is corrupted, lost or sufficiently degraded as a result of Sub-Consultant 's default so as to be unusable, IPE Global may:
 - 9.5.1 require Sub-Consultant (at the Sub-Consultant 's expense) to restore or procure the restoration of Data and Sub-Consultant shall do so as soon as practicable but not later than two days following written request from IPE Global; and/or
 - 9.5.2 itself restore or procure the restoration of Data and shall be repaid by Sub-Consultant any reasonable expenses incurred in doing so.
- 9.6. If at any time Sub-Consultant suspects or has reason to believe that Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then Sub-Consultant shall notify IPE Global immediately and inform IPE Global of the remedial action Sub-Consultant proposes to take.

10. DATA PRIVACY

- 10.1 In connection with the performance of its obligations under this Agreement, the Sub-Consultant undertakes to comply with the requirements of (and to take all necessary steps to ensure that by its acts or omissions it does not cause IPE Global or the Client) applicable data privacy laws. No personal data shall be shared by the Sub-Consultant with IPE Global unless such sharing is required on a need to know basis in connection with Agreement. In such a case, IPE Global will hold and process personal data provided by the Sub-Consultant in connection with this Agreement and the Prime Contract and may disclose and transfer such data to any other IPE Global's entities, Client and such other third party, on a need to know basis, as IPE Global may reasonably deem necessary or appropriate. The Sub-Consultant warrants that it has the authority to grant such right.
- 10.2 The Sub-Consultant shall notify IPE Global forthwith, from the time it comes to the attention of the Sub-Consultant, that any IPE Global or any of its subsidiaries Confidential Information (including Personal Data) transferred by IPE Global to the Sub-Consultant has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, or any other unlawful forms of processing. To the extent it is a transferee of Personal Data from IPE Global, the Sub-Consultant shall be under and shall assume identical and/or similar obligations that of IPE Global under the applicable data protection and privacy legislation in this regard relating to such Personal Data.
- 10.3 For the purpose of this Agreement "Personal Data" shall mean any data/information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available, is capable of identifying such natural person



11. CONFIDENTIALITY

- 11.1 Sub-Consultant shall not (except in the ordinary course of duties), during or after the period under this Agreement, divulge to any person whatever or otherwise make use of any trade secret or any confidential information concerning this business or finances of the Company or any of its dealings, transactions or affairs or any trade secret or any such confidential information concerning any of the Associated Company or any of their suppliers, agents, distributors or customers.
- 11.2 All notes and memoranda of any trade secrets or confidential information concerning the business of the Company and the Associated Company or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by Sub-Consultant during the course of this Agreement shall be the property of IPE Global and shall be surrendered by Sub-Consultant only to someone duly authorized in that behalf at the termination of this Agreement.
- 11.3 During the tenure of this Agreement Sub-Consultant shall not accept any assignment or participate in any bid which is in conflict with the interest of IPE Global or its associates.
- 11.4 Any follow-up or related activities which may arise out of the current project, Sub-Consultant will work through IPE Global or take necessary consent of the management to avoid any conflict of interest or non-compliance of Client's regulations.

12. TERMINATION OF CONTRACT

- 12.1 Either Party may terminate on account of breach caused by the other of the terms and conditions of the Agreement by giving 30 days written notice.
- 12.2 However, no notice is required in case of IPE Global in occurrence of following events.
 - a. An authorised representative of the Client requests removal of Sub-Consultant from the Project;
 - b. In case of the Client terminating their Contract with IPE Global as a consequence of Force Majeure or any other reason;
 - c. Sub-Consultant's inability to carry out duties assigned for health or any other reason leading to incapacity to participate;
 - d. On the expiry (including earlier expiry as a result of any other terms of this Agreement) of validity of this Agreement unless renewed or extended further by way amendment to this Agreement;
 - e. On the judgement of the Client/Team Leader/Project Manager that the activities and behaviour of Sub-Consultant is inappropriate to Project personnel, endanger the success of the Project, or contravene local laws and customs;
 - f. This Agreement shall liable to be terminated with immediate effect if IPE Global, or the Client finds that Sub-Consultant has:
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) have reasonable cause to be dissatisfied with the performance of Sub-Consultant;



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- (iii) violates any terms and conditions of this Agreement.
- 12.3 Sub-Consultant shall have no claim for additional costs arising out of or incidental to any such removal of the Sub-Consultant as per Clause a, e and f (i), (ii) and (iii) under Clause 12.2.
- 12.4 Upon closure/termination of this Agreement, Sub-Consultant shall immediately return to IPE Global, all documents (hard and/ or soft version, as applicable) and/ or items of any nature whatsoever either supplied to Sub-Consultant by IPE Global or developed by Sub-Consultant under this Agreement/ Project, including but not limited to plans, drawings, database, images, specifications, designs, reports, registration documents of the website, domain name, hosting rights, codes, source codes, images, designs, Content Management System, HTML files other relevant documents.

13. CHANGES TO THE TERMS AND CONDITIONS OF CONTRACT

13.1 This Agreement shall constitute the entire agreement between the Parties and may not be altered or amended except by the written agreement of both Parties. No other duties, obligations and liabilities or warranties than those expressly provided in this Agreement and its attachments shall be applied.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Sub-Consultant shall not without the written consent of IPE Global further assign, sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement. IPE Global may, in granting of such consent provide additional terms and conditions relating to such assignment, sub-contract, novation or disposal.
- 14.2 In such a case, where IPE Global grants the right to Sub-Consultant to sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement, Sub-Consultant shall be responsible for the acts and omissions of its sub-contractors or any down-stream individual or agency, by whatever name called, as through those acts and omissions were its own.
- 14.3 Where IPE Global grants the right to Sub-Consultant to sub-contract, novate or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement, Sub-Consultant shall send copies of the sub-contract or any other contractual/legal document to IPE Global as soon as it is signed.

15. RECORDS AND AUDIT

- 15.1 Sub-Consultant agrees to maintain full and accurate records, books, expenditure reimbursed by IPE Global and all payments made by IPE Global ("RECORDS"), in accordance with all applicable accounting standards, that enable IPE Global to monitor Sub-Consultant's compliance with this Agreement. Sub-Consultant shall keep copies of all Records and all other reports provided to IPE Global for at least seven years after the completion, abandonment or termination of the Contract or IPE Global ceasing to provide funding to Sub-Consultant in respect of the Project.
- 15.2 Sub-Consultant agrees to make the Records available to IPE Global and/or its representatives at reasonable times and locations for review and audit, and to comply with all reasonable

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requests of IPE Global for information and interviews regarding the Project. Sub-Consultant shall ensure that any sub-contract agreement it enters into includes the right of unrestricted access contained in this Clause. For the avoidance of doubt, the denial of the right of unrestricted access contained in this Clause shall constitute a breach of this Agreement.

- 15.3 Sub-Consultant shall allow IPE Global's representatives, including external consultants, to visit any Project sites and observe Project related activities on reasonable notice to enable IPE Global to monitor and evaluate the extent to which the objectives of the Project have been achieved in a successful and cost-effective manner. Sub-Consultant agrees to provide reasonable assistance in connection with such visits, including by providing information regarding the Project activities and arranging times when appropriate Project personnel will be available and shall ensure that its sub-contractors provide such similar reasonable assistance. Sub-Consultant shall, and shall ensure that its sub-contractors, cooperate with IPE Global and its agents in the conduct of such review, audit, evaluation or other action.
- 15.4 Sub-Consultant acknowledges that it shall keep IPE Global fully informed of their progress and their future plans by promptly sending to IPE Global such documents as their audited accounts, annual reports and strategy statements, and Sub-Consultant agrees to provide all such information to IPE Global.
- 15.5 Subject to IPE Global's obligations of confidentiality under this Agreement, Sub-Consultant shall on demand provide IPE Global (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to the audit(s), including:
 - (a) all information requested by IPE Global within the permitted scope of the audit;
 - (b) reasonable access to any sites controlled by Sub-Consultant and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - (c) reasonable access to its sub-contractors throughout the supply chain;
 - (d) access to the Sub-Consultant's system;
 - (e) access to the Sub-Consultant's Personnel.
- 15.6 Where it is found by IPE Global that any overpayment has been made to Sub-Consultant, Sub-Consultant shall reimburse IPE Global such amount within 30 days of the date of IPE Global's written demand.

16. INTELLECTUAL PROPERTY RIGHT

16.1 Sub-Consultant agrees to assign the copyright under this Agreement to IPE Global of any output such as but not limited to plans, drawings, database, images, specifications, designs, reports, registration documents of the website, domain name, hosting rights, codes, source codes, images, designs, Content Management System, HTML files other relevant documents, etc. hereinafter collectively referred to as "MATERIALS". Materials produced as a result of the work covered under this Agreement together with all relevant data and supporting materials compiled in performing the Services must not be used for any purpose unrelated to this Agreement. Sub-Consultant agrees not to cause or to permit anything, which may damage or endanger the intellectual property of IPE Global, or IPE Global's title to it to assist or allow others to do so. Sub-Consultant shall hand over all Materials to IPE Global and shall desist from



- use, reproduce, publish, telecast, sub-license through any media the information gathered/produced from this service.
- 16.2 All Materials shall be the exclusive property of IPE Global who shall retain and own all copyright, patent, trade secret, trademark and any other intellectual property right on the Materials. The Service Provider hereby assigns IPE Global all moral rights in the Materials.
- 16.3 Sub-Consultant shall procure any third-party rights in respect to Materials that it requires to execute this Agreement.
- 16.4 Sub-Consultant further acknowledges that, in the course of performance of the Agreement, Sub-Consultant may use pre-existing products, materials and methodologies proprietary to Sub-Consultant, hereinafter collectively referred to as "PRE-EXISTING WORKS". The rights to pre-existing material will vest solely with Sub-Consultant. Sub-Consultant hereby grants to IPE Global, a nonexclusive, worldwide, perpetual, irrevocable paid-up license to use such Preexisting Works in any medium.
- 16.5 Sub-Consultant warrants that none of the Services, including the Materials, will infringe the intellectual property right of any third party.
- 16.6 Sub-Consultant should not at any time during or after the Contract divulge or allow to be divulged to any person confidential information related to the business of IPE Global other than to those persons who have signed a secrecy agreement undertaking in a form approved by IPE Global. They shall not permit any person to assist in the provision of the services of this Agreement unless that person has signed such an undertaking.
- 16.7 Sub-Consultant or Sub-Consultant's Personnel shall not publish, disclose or divulge any of the Materials produced under this Agreement to any third party unless agreed to in writing by IPE Global.
- 16.8 If IPE Global approves for such disclosure as mentioned under Clause 16.7 and 16.8 of this Agreement, Sub-Consultant shall ensure that any Materials produced by or on behalf of Sub-Consultant shall be marked with the following copyright notice "© IPE Global Limited Copyright ***year of publication***".
- 16.9 Under no circumstances should Sub-Consultant or Sub-Consultant's personnel interact with or disclose any information about this Contract to or through any media, without prior approval of IPE Global. Any violation of this condition shall amount to breach of this Contract. However, if permitted, Sub-Consultant shall give due credit to IPE Global in such disclosures.

17. PREVENTION OF CORRUPTION

- 17.1 Sub-Consultant will comply with IPE Global's Anti-Fraud and Corruption Policy Statement.
- 17.2 Sub-Consultant will not offer, give or agree to give, directly or indirectly, to IPE Global, its employees, agents, contractors, associates, partners or vendors anything of value to influence improperly the actions of IPE Global or any other party. Sub-Consultant shall ensure that its sub-contractors, if any, are aware of, and will comply with, IPE Global's Anti-Fraud and Corruption Policy. IPE Global's Anti-Fraud and Corruption Policy Statement may be viewed at, http://ipeglobal.com/downloads/policy/Anti-FraudAnti-CorruptionPolicy.pdf



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- 17.3 IPE Global, the Sub-Consultant and the Sub-Consultant Personnel shall immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful delivery of the Services, whether financed in full or in part by IPE Global, including credible suspicion of/or actual fraud, bribery, corruption or any other financial irregularity or impropriety.
- 17.4 In case of any such instances as mentioned in Clause 17.3 the below mentioned coordinates should be first contacted immediately. All suspicions will be treated with the utmost confidentiality.
 - DFID has an expert fraud investigation unit, that should be contacted in the first instance at reportingconcerns@dfid.gov.uk or to Counter Fraud and Whistleblowing Unit (CFWU) at fraud@dfid.gov.uk or on +44 (0) 1355 843747.
 - IPE Global has a Corporate Risk and Compliance Department which effectively deals with fraud and other forms of corruption that should be contacted in the first instance at hotline@ipeglobal.com or on +91 11 40755962.

18. CONFLICT OF INTEREST

- 18.1 Sub-Consultant warrants that at the time of entering into this Agreement, Sub-Consultant is not aware of any present or future matter that may give rise to any real or perceived conflict of interest with this Agreement and/or the Project.
- 18.2 Sub-Consultant shall use its reasonable endeavors to ensure that no conflicts of interest arise in connection with this Agreement and/or the Project and shall make available to IPE Global any information of which it is aware concerning any matter or assignment undertaken by any person connected with Sub-Consultant that may give rise to a real or perceived conflict of interest with this Agreement and/or the Project.
- 18.3 Sub-Consultant shall be entitled to determine in its absolute discretion whether a conflict of interest real or perceived has or is likely to arise in connection with Sub-Consultant's appointment under this Agreement. Accordingly, without prejudice to any other right or remedy available to IPE Global, IPE Global may terminate the Agreement in accordance with Clause 12 forthwith and without a period of notice.
- 18.4 IPE Global's Conflict of Interest Policy Statement may be viewed at, http://ipeglobal.com/downloads/policy/ConflictOfInterestPolicy.pdf

19. INSURANCES

- 19.1 Sub-Consultant shall take their own personal insurance like Medi-Claim Insurance, Personal Accidental Insurance, Employer's liability, workers' compensation insurance, Professional Liability Insurance or any other insurances as required under the Prime Contract. The insurance of Personnel as deployed for this assignment shall be the responsibility of Sub-Consultant.
- 19.2 At the request of IPE Global, or its representatives, the Sub-Consultant is required to provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

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20. INDEMINITY

20.1 Except where arising from the negligence of IPE Global or IPE Global's employees, Sub-Consultant shall indemnify IPE Global in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortious acts or omissions by Sub-Consultant or Sub-Consultant's Personnel or any claims made against IPE Global by any third parties in respect thereof.

21. DUTY OF CARE

- 21.1 Sub-Consultant owes a duty of care to Sub-Consultant's Personnel and is responsible for the health, safety, security of life and property and general well-being of such persons and their property and this includes where Sub-Consultant's Personnel carry out the Services.
- 21.2 Sub-Consultant warrants that it has and will throughout the duration of the Contract:
 - (a) carry out the appropriate risk assessment with regard to its delivery of the Services;
 - (b) provide Sub-Consultant's Personnel with adequate information, instruction, training and supervision;
 - (c) have appropriate emergency procedures in place.
 - to enable their provision of the Services so as to prevent damage to Sub-Consultant's Personnel's health, safety, security of life and property and general well-being.
- 21.3 The provision of information of any kind whatsoever by IPE Global and/or the Client to Sub-Consultant shall not in any respect relieve Sub-Consultant from responsibility for its obligations under the Duty of Care Clause. The positive evaluation of Sub-Consultant's proposal for the provision of the Services and the award of this Contract is not an endorsement by IPE Global of any arrangements which Sub-Consultant has made for the health, safety, security of life and property and well-being of Sub-Consultant's Personnel in relation to the provision of the Services.
- 21.4 Sub-Consultant acknowledges that IPE Global and the Client accepts no responsibility for the health, safety, security of life and property and general well-being of Sub-Consultant's Personnel with regard to the Sub-Consultant's Personnel carrying out the Services under this Contract.
- 21.5 Sub-Consultant shall indemnify and keep indemnified IPE Global and the Client in respect of:
 - (a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by Sub-Consultant, Sub-Consultant's Personnel in connection with the performance of the Contract;
 - (b) any claim, howsoever arising, by the Sub-Consultant's Personnel or any person employed or otherwise engaged by Sub-Consultant's, in connection with the performance of the Contract.
- 21.6 Sub-Consultant will ensure that such insurance arrangements as are made to cover Sub-Consultant's Personnel, or any person employed or otherwise engaged by Sub-Consultant, and pursuant to Sub-Consultant's duty of care as referred to in the Duty of Care Clause, are reasonable and prudent in all circumstances, including in respect of death, injury or



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disablement, and emergency medical expenses.

22. COMPLIANCE WITH IPE GLOBAL POLICIES/STATEMENTS

- 22.1 IPE Global requires Sub-Consultant to have adopted and ensure its complaint of appropriate IPE Global's Policies/Statements as applicable. As a condition to receipt of this Agreement, Sub-Consultant warrants that for the duration of the Project Period, it has adopted the following Policies/Statements and implemented related procedures and systems and established codes of practice consistent with established standards. IPE Global recognizes that the nature of appropriate policies standards will vary depending on the nature of the organization, the environment in which it operates, and it is therefore Sub-Consultant's responsibility to determine how best to implement and maintain these standards. Sub-Consultant's compliance with this Clause may be subject to review and audit by the Client and/or IPE Global and/or its representatives. Sub-Consultant agrees to adhere to the Policies/Statements listed below, in the provision of the Services and acknowledge that Sub-Consultant has read and understood the Policies/Statements and shall be responsible for complying with such Policies/Statements. It is further clarified that these Policies /Statements are deemed to be incorporated in this Agreement.
 - (a) Anti-Fraud and Anti-Corruption Policy accessible on IPE Global's website at: http://www.ipeglobal.com/upload/content/ipe020785 Anti-FraudAnti-CorruptionPolicy.pdf
 - (b) Conflict of Interest Policy accessible on IPE Global's website at: http://www.ipeglobal.com/upload/content/ipe43b9b4 ConflictOfInterestPolicy.pdf
 - (c) Equity and Diversity Policy accessible on IPE Global's website at: http://www.ipeglobal.com/upload/content/ipe88c8f6 IPE.HR.Policy.02%20~%20Equity%2 Oand%20Diversity%20Policy.pdf
 - (d) Information Technology (IT) Policy accessible on IPE Global's website at: http://www.ipeglobal.com/upload/content/ipec5d611 IT-Policy.pdf
 - (e) Prevention of Sexual Harassment Policy accessible on IPE Global's website at: http://www.ipeglobal.com/upload/content/ipe0ca40f IPE.HR.Policy.03%20~%20Prevention%20of%20Sexual%20Harassment%20Policy 17April2017.pdf
 - (f) Child Protection Policy accessible on IPE Global's website at: http://ipeglobal.com/upload/content/ipe6639a2 IPE.HR.Policy.05%20~%20Child%20Protection%20Policy.pdf
 - (g) Modern Slavery and Human Trafficking Statement accessible on IPE Global's website at: http://www.ipeglobal.com/upload/content/180430lmg 6b49f3 ipe83b76f 2205 001.pdf
 - (h) Policy on Prevention of Sexual Exploitation and Abuse accessible on IPE Global's website at: http://ipeglobal.com/upload/content/180504lmg e0523e preventionofsexual exploitation and abuse.pdf
 - (i) The Whistle Blower Policy accessible on IPE Global's website at: http://www.ipeglobal.com/upload/content/180427lmg 5f87d0 ipeglobalwhistleblowerpol icy.pdf



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22.2 IPE Global may vary or rescind any policies and/or procedures from time to time, in its absolute discretion. Not complying with IPE Global policies and/or procedures can lead to breach of this Agreement.

23. OTHER CONDITIONS

- 23.1 Invoice must contain name and address and such other particulars as given in the format.
- 23.2 Sub-Consultant, wherever the context requires, would also mean Sub-Consultant's Personnel (Consultant) as identified, for the successful completion of this Agreement.
- 23.3 Words importing one gender include the other gender and words importing the singular include the plural and vice versa.
- 23.4 Notwithstanding this, in the event of the Project for which the Sub-Consultant is being employed, comes to an end before the aforementioned period, this Agreement shall be coterminus with the aforementioned Project.
- 23.5 Sub-Consultant will be responsible for compliance with all laws and regulations of the Government of India. IPE Global does not assume any liability for any third-party claims arising out of this Agreement or for any taxes like GST, etc. or by whatever name called in the country of Sub-Consultant or elsewhere.
- 23.6 It is further clarified that if applicable, it will be the responsibility of the Sub-Consultant to get itself registered and duly pay the GST as per applicable laws and the same is uploaded on the GST Network to enable the Company to take necessary Input Tax Credit (ITC).
- 23.7 Sub-Consultant shall ensure that the invoice is compiled as per the GST Rules and has GSTIN and address on the invoice, if and as applicable.
- 23.8 Withholding taxes, if applicable shall be deducted from fees payable under this Agreement.
- 23.9 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between IPE Global and Sub-Consultant.
- 23.10 This Agreement being between IPE Global and Sub-Consultant, Sub-Consultant will not directly or indirectly deal or interact with Client or any agency/party associated with this Project in any manner. Sub-Consultant may interact on technical matters with Client/user as per the project protocol with prior approval of the Project Manager. This Agreement is between IPE Global and Sub-Consultant and should not be deemed to have any contractual or otherwise relationship with the Client.
- 23.11 It is clarified that Sub-Consultant would not be entitled to any indirect, special, punitive, incidental or consequential damages of whatsoever nature.
- 23.12 This Agreement constitutes the entire agreement between the Parties in respect of Sub-Consultant obligations and supersedes all previous communications (whether written or oral) between the Parties.
- 23.13 If any provision of this Contract shall be held invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Contract will not in any respect be affected or impaired thereby.

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- 23.14 Sub-Consultant's obligations shall include, but not be limited to, a requirement that Sub-Consultant employ all funds received under this Agreement solely for Project purposes and use reasonable efforts to ensure that funds received under this Agreement are not employed to support or promote violence, to aid terrorists or terrorist related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities.
- 23.15 The Sub-Consultant shall immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to:
 - reportingconcerns@dfid.gov.uk or fraud@dfid.gov.uk or on +44 (0) 1355 843747.
 - hotline@ipeglobal.com or on +91 11 40755962.
- 23.16 Both Parties to this Contract will make every attempt to resolve in an amicable way all difference concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof, shall be referred to an Arbitrator to be appointed in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 of India and rules made there under as amended from time to time and the decision of the Arbitrator shall be final and binding upon both Parties. Place of arbitration shall be New Delhi, India. The courts of India shall have jurisdiction on this Agreement.
- 23.17 Sub-Consultant will confirm acceptance of the terms and Conditions of this contract by signing and returning a copy to IPE within a period of 07 working days.

IN WITNESS THEREOF, the parties hereto have executed this Contract as of the day and year first written above.

FOR IPE GLOBAL LIMITED

FOR CENTURION UNIVERSITY OF TECHNOLOGY & MANAGEMENT

Name: Rattan Chhabra

Designation: Chief Finance Officer

Date:

Name: Dr. Smita Mishra Panda Designation: Director Research

Date:

END OF TERMS AND CONDITIONS

SCA Ref.: Supplier Code: ERP PO No.: IPE-ICRG-RIF (043) - Centurion

16451

ANNEXURE – I: STATEMENT OF WORK (SoW)

Terms of Reference for Sub-Consultant

The Table 1 indicates the progress of implementation of MGNREGA in 2017 - 2018 regarding the four focused districts corresponding to the objectives of the study.

Table 1: Progress of Implementation of MGNREGA (2017-18) in Selected Districts

Factors/Progress	112/27 (24)	Distr	icts	
Description	Kalahandi	Bolangir	Bargarh	Nuapada
Total No. of Blocks	13	14	12	5
Total No. of GPs	310	317	254	131
Total No. of Job Cards issued (In lakhs)	2.91	2.8	2.46	1.25
Total No. of Workers (In lakhs)	6.56	6.74	6.15	3.77
Total No. of Active Job Cards (In lakhs)	1.59	1.58	1.03	0.78
Total No. of Active Workers (In lakhs)	2.73	3.09	1.57	1.48
Approved Labour Budget (In lakhs)	36.87	45.86	12.02	21.57
Person-days Generated (In lakhs)	31.72	48.93	17.92	19.53
Percent of Total Labour Budget	86.02	106.68	149.12	90.55
Average days of employment provided per household	30.63	47.82	29.17	39.63
Average Wage rate per day per person (Rs)	175.94	175.93	175.92	175.92
Total drought related works undertaken so far (number)	1344	4287	2623	1643
Percent of NRM Expenditure (Public + Individual)	39.55	37.61	17.61	24.54
Percent of Expenditure on Agriculture & Agriculture Allied Works	77.26	70.77	76.08	60.94
Percent of Category B Works (Asset creation)	82.5	85.65	90.84	78.73

Methodology and Sampling Techniques

Sampling method for Study Area

The focused districts for the study are Bolangir, Kalahandi, Baragarh and Nuapada. In order to choose the sample, the study will rely on stratified random sampling. The base of stratification will be prevalence of

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Supplier Code:	16451		
FRP PO No.:	4842		

distress migration across different blocks of four districts. For this purpose, the following steps would be taken.

- 1. Considering the non-availability of district level data on migration for the focused districts, the secondary data on prevalence of migration/distress migration would be collected from NSSO, relevant studies and District Labour Bureau of the four districts.
- 2. Based on the data collected, for each district, blocks would be stratified into three categories such as:
 - a. High occurrence of migration
 - b. Moderate occurrence
 - c. Low occurrence
- 3. For each category discussed above, 2 GPs would be randomly identified.
- 4. For each GP, 2 villages will be randomly selected.
- 5. For each village, a wealth ranking of households will be conducted. Based on it, 25 households comprising landless, poor and marginal farmers will be selected.
- 6. The study will be done to meet the criteria of 95 per cent confidence level.

Table 2 depicts the sample household selection process for the project.

Table 2: Sample Household Selection Process

District 1	Blocks (Stratified according to intensity of migration)	GPs (Randomly selected) (Number)	Household (HH) 25 nos. of HH comprising landless, poor and marginal farmers selected after wealth ranking from each GP. HHs selected in a GP = 25 X 2 = 50.		
	High	2			
	Moderate	2	25 nos. of HH comprising landless, poor and marginal farmers selected after wealth ranking from each GP. HHs selected in a GP = 25 X 2 = 50.		
	Low	2	25 nos. of HH comprising landless, poor and marginal farmers selected after wealth ranking from each GP. HHs selected in a GP = 25 X 2 = 50.		
Total for	3	- 6	150		
District 2	3	6	150		
District 3	3	- 6	150		
District 4	3	6	150		
Grand Total	12	24	600		



Methodology

Objective 1: To study the extent to which climate change has induced distress migration in western Odisha.

From the short literature review, it can be argued that climate change leads to distress migration in case of families with poor coping mechanisms. Often these families belong to the category of landless, small and marginal farmers; and/or without a regular job in the organized sector. It has been observed that a set of exogenous and endogenous factors affect their coping mechanisms. Some of the key exogenous factors include degraded natural resources, collapse of social capital, exploitation by middle men, lack of functioning institutions, lack of opportunities, etc. Some of the endogenous factors include individual skill, availability and access to financial capital, natural and physical asset base, entrepreneurial abilities, etc.

For this objective, the study would define the impact of climate change (due to the incidences of drought, flood and degradation of natural resource) in terms of its influence on the exogenous and endogenous factors and thereby on the coping ability of the research participants. Secondary data on change in the factors leading to climate change will be analysed to arrive at the relationship between climate change and distress migration.

Objective 2 & 3:

- To study the impact of NRM works already taken up under MGNREGS in addressing distress migration in the area.
- To assess to what extent the works taken up under MGNREGS and/or convergence have created avenues of livelihood in the area for migrant households?

The study will adopt regression techniques to analyze the impact of NRM works already taken up under MGNREGS in strengthening these coping mechanisms as discussed above (2nd objective). For the third objective, similar methodology would be used to assess the avenues of livelihood in the local area as a part of MGNREGA and other interventions in a convergence mode. For both the objectives, we will rely on primary data which will be collected through structured questionnaire. For instance, we will collect information on whether wage rate has increased or not after launch of MGNREGS. We can also collect information on whether distress migration has reduced.

Objective 4:

 To come out with recommendations how MGNREGS and other schemes could address the issue of environmental induced migration and build the resilience of migrant households.

The quantitative data will be supplemented with the use of qualitative data collected through Focus Group Discussions with various stakeholders. Finally, from the findings of all these objectives, the study will give recommendations.

Research Tools

Tabasic Framework (DFID Livelihood Framework, Stakeholder Analysis, SWOT Analysis)

2. Review and analysis of secondary data

Surveys through the use of structured questionnaires

- 4. Focused group discussions
- 5. Interview of experts and key opinion makers
- 6. Wealth ranking of migrants (Distress and Non-distress types)

END OF ANNEXURE – I: STATEMENT OF WORK (SoW)



ANNEXURE - II: SCHEDULE OF PRICE & PAYMENT

ANNEXURE - II: SCHEDULE OF PRICE & PAYMENT

I. SCHEDULE OF PRICE

A. Professional Fee

DESCRIPTION	AMOUNT (in INR)	
Field Survey (6 investigators (1 for each GP covering 25 HH) X 4 district X 25 days of field work)	4,00,000.00	
Project Coordinator (1 expert engaged for 4 months)	76,000.00	
Field Coordinator (1 expert engaged for 4 months)	60,000.00	
Research Assistant (1 expert engaged for 4 months)	60,000.00	
Data Entry & Analysis	50,000.00	
Monitoring by CUTM - Professional fees for three experts for the period of the study	1,50,000.00	
Institutional Overhead (8%)	63,680.00	
Sub-Total (A) in INR	8,59,680.00	

B. Project Expenses (on actuals)

PARTICULAR	AMOUNT (IN INR)
Orientation training for field investigators - 1 orientation training to disseminate understanding of framework of study, data collection methodology, etc.	10,000.00
Documentation, Photocopy, etc.	35,000.00
Per Diem	40,000.00
Travel to the Field	40,000.00
Institutional Overheads (8%)	10,000.00
Sub - Total (B) in INR	1,35,000.00
GRAND TOTAL	9,94,680.00

Total Financial Limit is INR 9,94,680.00/- (Nine Lakhs and Ninety-Four Thousand Six Hundred and Eighty Only)

II. SCHEDULE OF PAYMENT:

- ➤ The payments for the Professional Fee shall be made upon approval of the Deliverables/Milestones/Reports as mentioned under III. Payment Deliverables below by the Project Manager and/ or Client.
- > It is a requirement that the Consultant maintains the timesheets of his inputs for rendering Services under this Agreement. The Sub-Consultant may be asked to produce the same at a later date for project audit purposes.
- The payment for the Project Expenses shall be reimbursed on actuals on submission of the bills, boarding passes, receipts and vouchers of all expenses as mentioned under Project Expenses.

The invoice for the Project Expenses shall be billed along with the respective milestone.

All payments shall be made within 30 days of receipt of the valid invoice.

PAYMENT DELIVERABLES

SL. NO.	DELIVERABLE	COMPLIANCE	TIME FRAME	PRCENTAGE (%)	AMOUNT (INR)
1	Inception Report including detailed methodology and research tools	Approval from	20 November 2018	30%	2,57,904.00
2	Completion of field work and presentation of top line findings	DFID/Team Leader	15 January 2019	20%	1,71,936.00
3	Draft Report		10 February 2019	20%	1,71,936.00
4	Final Report		16 February 2019	30%	2,57,904.00
	GR	100%	8,59,680.00		

IV. NOTE:

- Above fee rates are inclusive of the anticipated inflationary increase over the duration of the Agreement and hence will not be reviewed;
- All journeys by Rail or Air shall be made by a class of travel that is no more than Economy and through the shortest route possible.
- > IPE Global will not entertain any bill for alcohol, laundry, room services, use of sports facilities etc.;
- Payment will be made after deducting tax, as applicable.
- > IPE Global will not reimburse costs for normal tools of trade (e.g. portable personal computers, printers, etc.).

END OF ANNEXURE - II: SCHEDULE OF PRICE & PAYMENT



IPE-ICRG-RIF	(043) -	Centurion
16451		

ANNEXURE III – FORMAT OF INVOICE

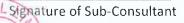
INVOICE

Invoice No.:		Invoice Date:							
<< Name of Supplier >>	IPE Glob	IPE Global Limited							
<< Address>>	Bill To: <	<address>></address>							
	GSTIN Re	egistration No.:							
GSTIN Registration No.:		al Limited							
PAN No.:	Ship To:	< <address>></address>							
Place of Supply:		GSTIN Registration No.:							
Contract For:									
Contract No.:		PC	No.:						
Contract Start Date:	Contract E	Contract End Date:							
Claim for the Period From:	Claim for the P	Claim for the Period To:							
SL. NO. DESCRIP	TION OF SERVICES	SAC/HSN	AMOUNT (INR)						
1. XXXXXXXXXXXXXXXXXX			XXXX						
	TOTAL (A)	- (A)							

SL. NO.	DESCRIPTION OF SERVICES	SAC/HSN (INI				
1.	XXXXXXXXXXXXXXXX		XXXX			
	TOTAL (A)		XXXX			
CGST @ X	(X%		XXX			
SGST @ X	XX%		XXX			
IGST @ X	X%		XXX			
	TOTAL TAX (B)		xxxx			
	GRAND TOTAL (A+B)		xxxxx			
IN WORDS: INDIAN RUPEESONLY)						

Amount to be Drawn/Transferred in the Name of:					
Name:					
Account No.:					
Name & Address of Bank:					
IFSC/SWIFT Code:					

This Invoice is in respect of a supply of services to IPE Global, and is addressed purely for payment purposes. I certify that the amounts claimed in this Invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.





CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT

Joint Holder :- -

RAMACHANDRAPUR JATNI DISTKHURDA

BHUBANESHWAR ODISHA-INDIA PIN752050 Customer No :841004552 Scheme :CA - BUSINESS CLASSIC Currency :INR

Statement of Axis Account No :914020024435835 for the period (From : 25-01-2019 To : 25-01-2019)

Tran Date	Value Date	Transaction Particulars	Chq No	Amount(INR)	DR/CR	Balance(INR)	Branch Name
		OPENING BALANCE				1806339.93	
25-01-2019	25-01-2019	TRF/IPE GLOBAL LIMITED/TRANSFER		278536.00	CR	2084875.93	GREEN PARK, NEW DELHI [DL]
25-01-2019	25-01-2019	NEFT/SK/AXSK190250029278/718/NOVEL TELENET PRIVAT	75885	68926.00	DR	2015949.93	JATNI [OR]
		TRANSACTION TOTAL DR/CR		68926.00/278536.00			
		CLOSING BALANCE				2015949.93	

Unless the constituent notifies the bank immediately of any discrepancy found by him/her in this statement of Account, it will be taken that he/she has found the account correct.

The closing balance as shown/displayed includes not only the credit balance and / or overdraft limit, but also funds which are under clearing. It excludes the amount marked as lien, if any. Hence the closing balance displayed may not be the effective available balance. For any further clarifications, please contact the Branch.

We would like to reiterate that, as a policy, Axis Bank does not ask you to part with/disclose/revalidate of your iConnect passord,login id and debit card number through emails OR phone call Further,we would like to reiterate that Axis Bank shall not be liable for any losses arising from you sharing/disclosing of your login id, password and debit card number to anyone. Please co-operate by forwarding all such suspicious/spam emails, if received by you, to customer.service@axisbank.com

REGISTERED OFFICE - AXIS BANK LTD, TRISHUL, Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad . 380006. This is a system generated output and requires no signature.

Legends:

ICONN - Transaction trough Internet Banking
AUTOSWEEP - Transfer to linked fixed deposit
REV SWEEP - Interest on Linked fixed Deposit
SWEEP TRF - Transfer from Linked Fixed Deposit / Account

VMT - Visa Money Transfer through ATM CWDR - Cash Withdrawal through ATM

PUR - POS purchase

TIP/ SCG - Surcharge on usage of debit card at pumps/railway ticket purchase or hotel tips

RATE.DIFF - Difference in rates on usage of card internationally

CLG - Cheque Clearing Transaction

VMT-ICON - Visa Money Transfer Via Internet Banking

EDC - Credit transaction through EDC Machine

SETU - Seamless electronic fund transfer through AXIS Bank

Int.pd - Interest paid to customer ISSUE -Issuance Int.Coll - Interest collected from the customer

OW RTN-Outward return

BRN -Branch

LDG -Lodge

INB -Internet Banking

RLZ -Realise DLK -Delink

DHR -Dishonour

REC -Recovery

LN -Loan

HCY -Home Currency Advance

TFR -Transfer INT -Interest Run

BKNG -Booking

CNCL -Cancellation

ISSUE -Issuance

AMEND -Amendment

PUR-Purchase

++++ End of Statement ++++





	FORM NO. 16A												
					[Sec	e rule	31(1)(b)]					
		(Certificate	under sec	ction 203 of the I	Incom	ie-tax A	ct, 1961 fo	r tax dedu	icted at sour	ce		
Certificate No	o. AFVO	VSM									Last updat	ted on	06-Feb-2018
		Name and addre	ss of the d	leductor					Nar	ne and addr	ess of the ded	luctee	
COLLECTIVES FOR INTEGRATED LIVELIHOOD INITIATIVES (CINI) L4/8-9, ROAD NO-13, KADMA FARM AREA, JAMSHEDPUR - 831005 Jharkhand +(91)657-2301455 INFO@CINICELL.ORG						CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT VIA UPPALADA, PARALAKHEMUNDI, PARALAKHEMUNDI AT, BEHERAMPUR - 761211 Orissa							
	PAN of	f the deductor			TAN	of the	e deduc	tor			PAN of t	he ded	luctee
	AA	AAC5098B			R	CHC(00816E				AAA.	JC0752	2B
		CIT	(TDS)	1				Assess	sment Yea	ar		P	eriod
		The Commissioner	of Income	e Tax (TD	S)						From		То
C.		ng, 2nd Floor, Bir						2	018-19		01-Oct-2	017	31-Dec-2017
					Sumr	nary (of paym	ent					
Sl. No	Sl. No. Amount paid/ cred			ed Nature of pay			ayment	ayment** provided by the			y the Deductor (II (dd/mm/vv		e of payment/ credit (dd/mm/yyyy)
1			1	00000.00		194	4J			17-11-2017		17-11-2017	
Total (R	Rs.)		1	100000.00									
				Summa	ry of tax deduct	ed at	source i	in respect o	of Deducte	ee			
	Quarte	r	Qua	rterly Sta r sub-sect	pers of Original tements of TDS ion (3) of Section 200	n	Amou	Amount of Tax Deducted in respect of Deductee Amount of Tax Deposited / Frespect of Deductee					
	Q3				CRHZB					10000.00		10000.00	
	I. DE	TAILS OF TAX DE (The d			OSITED IN THE Comment-wise details							USTMI	ENT
								Book Iden	tification	Number (BI	N)		
Sl. No.	Tax	deposited in resp deductee (Rs.)		Receipt Numbers of Form No. 24G		n D	DDO serial number in Form N 24G		No. Date of Transfer voucher (dd/mm/yyy			Status of Matching with Form No. 24G	
Total (Rs.)													
		II. DETAILS OF TA (The d			DEPOSITED IN ment-wise details							LLAN	
Sl. No.	Tax de	eposited in respec	t of the				C	Challan Ide	ntification	n Number (C	CIN)		
51. 110.		deductee (Rs.)		BSR (Code of the Bank Branch	<u>د</u>	Date on which tax deposited (dd/mm/yyyy)		Challan Serial Number		er Sta	atus of matching with OLTAS*	
1			10000.00		0510113			05-12-201	7	(05004		F
Total (Rs.)			10000.00										
					•	Verifi	cation						

I, GANESH SATISH NEELAM, son / daughter of SATISH KOTAYYA NEELAM working in the capacity of EXECUTIVE DIRECTOR (designation) do hereby certify that a sum of Rs. 10000.00 [Rs. Ten Thousand Only (in words)] has been deducted and a sum of Rs. 10000.00 [Rs. Ten Thousand Only] has been deposited to the credit of the Central Government. I further certify that the information given above is true, complete and correct and is based on the books of account, documents, TDS statements, TDS deposited and other available records.

Certificate Number: AFVOVSM TAN of Deductor: RCHC00816E PAN of Deductee: AAAJC0752B Assessment Year: 2018-19

Place	JAMSHEDPUR	
Date	30-Mar-2018	(Signature of person responsible for deduction of tax)
Designation: EXE	CUTIVE DIRECTOR	Full Name: GANESH SATISH NEELAM

- 1. Form 16A contains the latest transaction reported by the deductor in the TDS / TCS Statement. For further details please view your 26AS for same AY on the website https://www.tdscpc.gov.in
 2. To update the PAN details in Income Tax Department database, apply for 'PAN change request' through NSDL or UTITSL
 3. In items I and II, in column for tax deposited in repect of deductee, furnish total amount of TDS, surcharge (if applicable) and education cess (if applicable).

Legend used in Form 16A

* Status of matching with OLTAS

Legend	Description	Definition					
U	Unmatched	Deductors have not deposited taxes or have furnished incorrect particulars of tax payment. Final credit will be reflected only when payment details in bank match with details of deposit in TDS / TCS statement					
P	Provisional	Provisional tax credit is effected only for TDS / TCS Statements filed by Government deductors."P" status will be changed to Final (F) on verification of payment details submitted by Pay and Accounts Officer (PAO)					
F	Final	In case of non-government deductors, payment details of TDS / TCS deposited in bank by deductor have matched with the payment details mentioned in the TDS / TCS statement filed by the deductors. In case of government deductors, details of TDS / TCS booked in Government account have been verified by Pay & Accounts Officer (PAO)					
o	Overbooked Payment details of TDS / TCS deposited in bank by deductor have matched with details mentioned in the TDS / TCS statement but the amount is over claimed in the statement. Final (F) credit will be reflected only when deductor reduces claimed amount in the statement or makes new payment for excess amount claimed in the statement						

** Nature of Payment

Section Code	Description					
193	Interest on Securities					
194	Dividends					
194A	Interest other than 'Interest on securities'					
194B	Winning from lottery or crossword puzzle					
194BB	Winning from horse race					
194C	Payments to contractors and sub-contractors					
194D	Insurance commission					
194E	Payments to non-resident sportsmen or sports associations					
194EE	Payments in respect of deposits under National Savings Scheme					
194F	Payments on account of repurchase of units by Mutual Fund or Unit Trust of India					
194G	Commission, price, etc. on sale of lottery tickets					
194H	Commission or brokerage					
194I	Rent					
194I(a)	Payment of Rent for the use of any machinery or plant or equipment					
194I(b)	Payment of Rent for the use of land or building or land appurtenant or furniture or fittings					
194J	Fees for professional or technical services					
194K	Income payable to a resident assessee in respect of units of a specified mutual fund or of the units of the Unit Trust of India					
194LA	Payment of compensation on acquisition of certain immovable property					
194LB	Income by way of Interest from Infrastructure Debt fund					
194LC	Income by way of interest from specified company payable to a non-resident					
194LBA	Certain income from units of a business trust					
194LBB	Income in respect of units of investment fund					
194LBC	Income in respect of investment in securitization trust					

	Section Code	Description						
	195	Other sums payable to a non-resident						
	196A	Income in respect of units of non-residents						
196B Payments in respect of units to an offshore fund								
	Income from foreign currency bonds or shares of Indian company payable to non-residents							
	196D Income of foreign institutional investors from securities							
	206CA	Collection at source from alcoholic liquor for human consumption						
	206CB	Collection at source from timber obtained under forest lease						
206CC Collection at source from timber obtained by any mode other than a forest lease								
	206CD	Collection at source from any other forest produce (not being tendu leaves)						
206CE Collection at source from any scrap								
206CF Collection at source from contractors or licensee or lease r		Collection at source from contractors or licensee or lease relating to parking lots						
	206CG	Collection at source from contractors or licensee or lease relating to toll plaza						
	206CH	Collection at source from contractors or licensee or lease relating to mine or quarry						
	206CI	Collection at source from tendu Leaves						
	206CJ	Collection at source from on sale of certain Minerals						
206CK Collection at source on cash case of Bullion and Jewellery		Collection at source on cash case of Bullion and Jewellery						
	206CL	Collection at source on sale of Motor vehicle						
206CM Collection at source on sale in cash of any goods(other than bullion/jewelry)								
	206CN	Collection at source on providing of any services (other than Ch-XVII-B)						





					FOI	RM I	NO.	16A				inco	пе тах рерагипени
					[Se	ee rule	31(1)(b)]					
		(Certificate	under sec	ction 203 of the	Incom	e-tax	Act, 1961 for	tax deduc	cted at sourc	ce		
Certificate No	o. QHEW	FIM									Last upda	ted on	05-Jul-2018
		Name and addre	ss of the d	leductor					Nam	e and addre	ess of the dec	luctee	
COLLECTIVES FOR INTEGRATED LIVELIHOOD INITIATIVES (CINI) L4/8-9, ROAD NO-13, KADMA FARM AREA, JAMSHEDPUR - 831005 Jharkhand +(91)-2301455 INFO@CINICELL.ORG							CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT VIA UPPALADA, PARALAKHEMUNDI, PARALAKHEMUNDI AT, BEHERAMPUR - 761211 Odisha						
	PAN of	f the deductor			TAN	of the	e dedu	ctor			PAN of t	he ded	uctee
	AA	AAC5098B			F	RCHC(00816E	E			AAA	JC0752	В
		CIT	(TDS)					Assessr	nent Yea	r		P	eriod
The Commissioner of Incom C.R. Building, 2nd Floor, Bir Chand Pa				,	,			20	18-19		From 01-Jan-2		To 31-Mar-2018
					Sum	mary o	of pay	ment					
Sl. No	Sl. No. Amount paid/ credi			ited	Nature of payn						Deductor (if Date of p		of payment/ credit (dd/mm/yyyy)
1		1		200000.00		194	4J						24-03-2018
Total (F	Rs.)		;	200000.00		_			\mathcal{A}				
				Summa	ry of tax deduc	ted at	source	in respect of	Deducted)			
	Quarte	r	Qua	rterly Sta er sub-sect	bers of Original atements of TDS tion (3) of Section 200	3	Amount of Tax Deducted in respect of Deductee Amount of Tax Deposited respect of Deductee			_			
	Q4			QTAEMWIE				20000.00				20000.00	
	I. DE	TAILS OF TAX DE (The d			OSITED IN THE yment-wise detail:							IUSTMI	ENT
							V	Book Identi	fication N	Number (BI	N)		
Sl. No.	Sl. No. Tax deposited in respect of deductee (Rs.)		Receipt Numbers of Form No. 24G		m D	DDO serial number in Form No 24G		No. Date of Transfer voucher (dd/mm/yyyy)			Status of Matching with Form No. 240		
Total (Rs.)													
		II. DETAILS OF T			DEPOSITED IN yment-wise detail:							LLAN	
Sl. No.	Tax de	eposited in respec	t of the			-	Challan Identification Number (CIN)						
D1: 110:		deductee (Rs.)		BSR (Code of the Ban Branch	k	Date on which tax deposited (dd/mm/yyyy)		_	Challan Serial Number		er Sta	otus of matching with OLTAS*
1			20000.00		0510113			06-04-2018	3	0	06005		F
Total (Rs.)			20000.00										
						Verifi	cation						

I, GANESH SATISH NEELAM, son / daughter of SATISH KOTAYYA NEELAM working in the capacity of EXECUTIVE DIRECTOR (designation) do hereby certify that a sum of Rs. 20000.00 [Rs. Twenty Thousand Only (in words)] has been deducted and a sum of Rs. 20000.00 [Rs. Twenty Thousand Only] has been deposited to the credit of the Central Government. I further certify that the information given above is true, complete and correct and is based on the books of account, documents, TDS statements, TDS deposited and other available records.

Certificate Number: QHEWFIM TAN of Deductor: RCHC00816E PAN of Deductee: AAAJC0752B Assessment Year: 2018-19

Place	JAMSHEDPUR	
Date	05-Jul-2018	(Signature of person responsible for deduction of tax)
Designation: EXE	CUTIVE DIRECTOR	Full Name: GANESH SATISH NEELAM

Notes:

- 1. Form 16A contains the latest transaction reported by the deductor in the TDS / TCS Statement. For further details please view your 26AS for same AY on the website https://www.tdscpc.gov.in
 2. To update the PAN details in Income Tax Department database, apply for 'PAN change request' through NSDL or UTITSL
 3. In items I and II, in column for tax deposited in repect of deductee, furnish total amount of TDS, surcharge (if applicable) and education cess (if applicable).

Legend used in Form 16A

* Status of matching with OLTAS

Legend	Description	Definition				
U	Unmatched	Deductors have not deposited taxes or have furnished incorrect particulars of tax payment. Final credit will be reflected only when payment details in bank match with details of deposit in TDS / TCS statement				
P	Provisional	rovisional tax credit is effected only for TDS / TCS Statements filed by Government deductors."P" status will be changed to Final (F) on payment details submitted by Pay and Accounts Officer (PAO)				
F	Final	In case of non-government deductors, payment details of TDS / TCS deposited in bank by deductor have matched with the payment details mentioned in the TDS / TCS statement filed by the deductors. In case of government deductors, details of TDS / TCS booked in Government account have been verified by Pay & Accounts Officer (PAO)				
o	Overbooked	Payment details of TDS / TCS deposited in bank by deductor have matched with details mentioned in the TDS / TCS statement but the amount is over claimed in the statement. Final (F) credit will be reflected only when deductor reduces claimed amount in the statement or makes new payment for excess amount claimed in the statement				

** Nature of Payment

Section Code	Description
193	Interest on Securities
194	Dividends
194A	Interest other than 'Interest on securities'
194B	Winning from lottery or crossword puzzle
194BB	Winning from horse race
194C	Payments to contractors and sub-contractors
194D	Insurance commission
194E	Payments to non-resident sportsmen or sports associations
194EE	Payments in respect of deposits under National Savings Scheme
194F	Payments on account of repurchase of units by Mutual Fund or Unit Trust of India
194G	Commission, price, etc. on sale of lottery tickets
194H	Commission or brokerage
194I	Rent
194I(a)	Payment of Rent for the use of any machinery or plant or equipment
194I(b)	Payment of Rent for the use of land or building or land appurtenant or furniture or fittings
194J	Fees for professional or technical services
194K	Income payable to a resident assessee in respect of units of a specified mutual fund or of the units of the Unit Trust of India
194LA	Payment of compensation on acquisition of certain immovable property
194LB	Income by way of Interest from Infrastructure Debt fund
194LC	Income by way of interest from specified company payable to a non-resident
194LBA	Certain income from units of a business trust
194LBB	Income in respect of units of investment fund
194LBC	Income in respect of investment in securitization trust

Section Code	Description					
195	Other sums payable to a non-resident					
196A	Income in respect of units of non-residents					
196B	Payments in respect of units to an offshore fund					
196C	Income from foreign currency bonds or shares of Indian company payable to non-residents					
196D	Income of foreign institutional investors from securities					
206CA	Collection at source from alcoholic liquor for human consumption					
206CB	Collection at source from timber obtained under forest lease					
206CC	Collection at source from timber obtained by any mode other than a forest lease					
206CD	Collection at source from any other forest produce (not being tendu leaves)					
206CE	Collection at source from any scrap					
206CF	Collection at source from contractors or licensee or lease relating to parking lots					
206CG	Collection at source from contractors or licensee or lease relating to toll plaza					
206CH	Collection at source from contractors or licensee or lease relating to mine or quarry					
206CI	Collection at source from tendu Leaves					
206CJ	Collection at source from on sale of certain Minerals					
206CK	Collection at source on cash case of Bullion and Jewellery					
206CL	Collection at source on sale of Motor vehicle					
206CM	Collection at source on sale in cash of any goods(other than bullion/jewelry)					
206CN	Collection at source on providing of any services (other than Ch-XVII-B)					



December 29, 2017

Prof. Haribandhu Panda, Ph.D. Vice Chancellor Centurion University of Technology and Management Paralakhemundi, Odisha Mob: +91 – 9861320399, 9337388801

Email: http://www.cutm.ac.in

Dear Sir.

This is with reference to the ongoing contract with CInI dated September 19, 2017 which will end on 30st December 2017.

We would like to take this opportunity to extend the contract till February 7, 2018. This is due to time required to close the final report. All other terms will remain as per the earlier contract.

Hence, the professional fees for the contract duration would be same i.e. Rs 3,00,000 (Rupees Three Lakh only). Clnl will not provide any infrastructural, office, communication, secretarial or other support to you. Clnl would provide you with all the necessary materials.

With regards

Yours Sincerely,

Ganesh Neelam
Executive Director







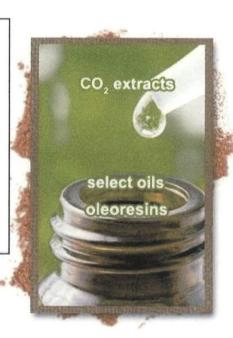






GRAM TARANG FOODS PRIVATE LIMITED

CIN: U15549AP2009PTC064398 FY 2018-19



B-107, KSR Green Valley, Madhavadhara, Visakhapatnam Andhra Pradesh

GRAM TARANG FOODS PRIVATE LIMITED TENTH ANNUAL REPORT 2018-19

BOARD OF DIRECTORS

Shashikant Tewary

Managing Director

D.N.Rao

Director

REGISTERED OFFICE

D-206, KSR Green Valley, Madhavadhara, Visakhapatnam Andhra Pradesh.

BANKERS

Andhra Bank

AUDITORS

SPC&Associates Chartered Accountants

CONTENTS

- AGM Notice
- Directors' Report
- Auditors' Report
- ➤ Balance Sheet and Statement of Profit & Loss
- Notes forming part of Balance Sheet and Statement of Profit & Loss

NOTICE - SHAREHOLDERS TENTH ANNUAL GENERAL MEETING

AGM Date	28th September, 2019		
Time	10.30 A.M.		
Venue	Registered Office of the Company		
	D-107, KSR Green Valley,		
	Madhavadhara, Visakhapatnam		
	Andhra Pradesh		

ORDINARY BUSINESS:

1. To receive, consider and adopt the accounts of the company for the year ended 31st March, 2019 and the reports of the Directors and Auditors thereon.

NOTES:

- A member entitled to attend and vote at the meeting is also entitled to 1. appoint a proxy to attend and vote instead of himself. A proxy need not be a member.
- The proxy form duly completed and signed should be deposited at the 2. Registered Office of the Company at least 48 hours before the commencement of the meeting.
- Members are requested to notify immediately change of address, if any, to 3. the Company's registered office quoting their Registered Folio Number.

By Order of the Board

For GRAM TARANG FOODS PRIVATE LIMITED

Place: Vishakhapatnam

Date: 04thSeptember, 2019

Shashikant Tewary

Director (DIN: 06453360)

Director(DIN: 00939956)

DIRECTORS' REPORT

To

The Members, Gram Tarang Foods Private Limited

Your directors have pleasure in presenting their Tenth Annual Report on the business and operations of the company together with the Audited Statement of Accounts for the year ended 31st March, 2019.

A. Financial Highlights

During the year under review, performance of the company is as under:

(Amount in Rs)

Particulars	Year ended 31st March 2019	Year ended 31st March 2018
Total Income	1,62,30,810	1,70,10,746
Profit/(Loss) before taxation	16,56,142	17,84,570
Less: Tax Expense		
Current Tax:	98,426	33,052
Deferred Tax(Asset)/Liability:	(86,422)	
Profit/(Loss) after tax	16,44,139	19,06,787
Add: Balance B/F from the previous year	(1,47,49,311)	(1,66,56,098)
Balance Profit / (Loss) C/F to the next year	(1,31,05,172)	(1,47,49,311)

B. State of Company's Affairs and Future Outlook

The Company deals in the business of manufacturing and processing of food products.

C. Change in nature of business, if any

There is no change in the nature of business of the company.

D. Dividend

The directors of the company have not recommended any dividend for the year ended 31st March, 2019.

E. Amounts Transferred to Reserves

There are no transfers made to the reserves during the year.

F. Changes in Share Capital, if any

There is no change in share capital during the year.

Disclosure regarding Issue of Equity Shares with Differential Rights

Not Applicable.

Disclosure regarding issue of Employee Stock Options

Not Applicable.

Disclosure regarding issue of Sweat Equity Shares

Not Applicable.

G. Extract of Annual Return

The extract of Annual Return, in format MGT-9, for the Financial Year 2018-19 has been enclosed with this report.

H. Number of Board Meetings

During the Financial Year 2018-19, 4 meetings of the Board of Directors of the company were held.

Particulars	Date of the Board meeting
Review the Financial Performance	10th June, 2018
Approval of Financials of FY 2017-18	17th August, 2018
Review the Business Operations	24th November,2018
Review the Financial Performance	20th February,2019

I. Particulars of Loan, Guarantees and Investments under Section186

The Company does not have any loans, guarantees and investments covered under section 186 of the Companies Act, 2013.

J. Particulars of Contracts or Arrangements with Related Parties

The particulars referred above as per section 188 of the Act in accordance with the Rule 8 of the Companies (Accounts) Rules, 2014 is attached to this report.

K. Explanation to Auditor's Remarks

The Auditors' Report to the Members does not contain any qualifications, reservations or adverse remarks.

L. Material Changes Affecting the Financial Position of the Company

There are no material changes and commitments, affecting the financial position of the Company between the end of the financial year and the date of this report.

M. Conservation of Energy, Technology, Absorption, Foreign Exchange Earnings and Outgo

a) Conservation of Energy

: N.A.

b) Technology Absorption

A) Research and Development (R&D)

: Nil

B) Technology Absorption and Innovation

: Nil

c) Foreign Exchange Earnings and Out go

Earnings

: Nil

Out go

: Nil

N. Details of Subsidiary, Joint Venture or Associates

During the year, no companies have become or ceased to be its subsidiaries, joint ventures or associate companies

O. Risk Management Policy

The board has not identified any such risk which may threaten the existence of the company.

P. Details of Directors and Key Managerial Personnel

No Directors have been appointed or resigned during the year.

Q. Details of significant & material orders passed by the regulators or courts or tribunal

There are no such orders passed during the current financial years.

R. Voluntary Revision of Financial Statements or Board's Report

No voluntary revision of Financial Statements or Board's Report in respect of any of the 3 preceding financial years has been made.

S. Re-appointment of Independent Auditor

Pursuant to Section 139 and other applicable provisions, if any, of the Companies Act, 2013, SPC&Associates, Chartered Accountants, are proposed to be ratified as the Statutory Auditors in the ensuing Annual General Meeting.

T. Disclosures under Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013

There are no such cases filed during the Financial Year.

U. Fraud Reporting (Required by Companies Amendment Bill, 2014)

The board has not identified any frauds.

V. Statutory Auditors

Pursuant to Section 139 and other applicable provisions, if any, of the Companies Act, 2013, SPC&Associates, Chartered Accountants, are proposed to be re-appointed as the Statutory Auditors in the ensuing Annual General Meeting.

W. Directors Responsibility Statement

In accordance with the provisions of Section 134(5) of the Companies Act 2013, your directors confirm that:

- a) in the preparation of the annual accounts for the financial year ended 31st March, 2019, the applicable accounting standards had been followed along with proper explanation relating to material departures;
- b) the directors had selected such accounting policies and applied them consistently and made judgments and estimates that are reasonable and prudent so as to give a true and fair view of the state of affairs of the Company as at 31st March, 2019 and of the profit of the Company for that period;

- c) the directors had taken proper and sufficient care for the maintenance of adequate accounting records in accordance with the provisions of the Companies Act 2013 for safeguarding the assets of the company and for preventing and detecting fraud and other irregularities;
- d) the directors had prepared the annual accounts on a going concern basis;
- e) the directors had devised proper systems to ensure compliance with the provisions of all applicable laws and that such systems were adequate and operating effectively.

X. Acknowledgment

The Directors express their sincere appreciation to the valued shareholders, bankers and clients for their support.

For and on behalf of the Board of Directors Gram Tarang Foods Private Limited

Shashikant Tewary

Managing Director (DIN: 06453360)

D.N.Rao

Director (DIN: 00939956)

sperce

Place: Vishakhapatnam Date: 04th September, 2019

Form No. AOC-2

(Pursuant to clause (h) of sub-section (3) of section 134 of the Act and Rule 8(2) of the Companies (Accounts) Rules, 2014)

Form for disclosure of particulars of contracts/arrangements entered into by the company with related parties referred to in sub-section (1) of section 188 of the Companies Act, 2013 including certain arm's length transactions under third proviso thereto.

1. Details of contracts or arrangements or transactions not at arm's length basis

(a) Name(s) of the related party and nature of relationship	
(b) Nature of contracts/ arrangements/ transactions	
(c) Duration of the contracts / arrangements/transactions	
(d) Salient terms of the contracts or arrangements or transactions including the value, if any	Not Applicable
(e) Justification for entering into such contracts or arrangements or transactions	
(f) Date(s) of approval by the Board	
(g) Amount paid as advances, if any:	
(h) Date on which the special resolution was passed in general meeting as required under first proviso to section 188	

2. Details of material contracts or arrangement or transactions at arm's length basis

(a) Name(s) of the related party and nature of relationship	
(b) Nature of contracts/ arrangements/ transactions	
(c) Duration of the contracts / arrangements/transactions	Not Applicable
(d) Salient terms of the contracts or arrangements or transactions including the value, if any	
(e) Date(s) of approval by the Board	
(f) Amount paid as advances, if any:	

FORM NO. MGT 9 EXTRACT OF ANNUAL RETURN

As on financial year ended on 31.03.2019

[Pursuant to Section 92 (3) of the Companies Act, 2013 and rule 12(1) of the Company (Management & Administration) Rules, 2014.]

I. REGISTRATION & OTHER DETAILS:

1.	CIN	U15549AP2009PTC064398
2.	Registration Date	16/07/2009
3.	Name of the Company	GRAM TARANG FOODS PRIVATE LIMITED
4.	Category/Sub-category of the Company	A Non-Government /Company limited by shares
5.	Address of the Registered office & contact details	B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam, Andhra Pradesh-530018.
6.	Whether listed company	No
7.	Name, Address & contact details of the Registrar & Transfer Agent, if any.	ROC-Hyderabad.

II. PRINCIPAL BUSINESS ACTIVITIES OF THE COMPANY (All the business activities contributing 10 % or more of the total turnover of the company shall be stated)

S. No.	Name and Description of main products / services	1110 0000	% to total turnover of the company
1	Food Products	1040	100%

III. PARTICULARS OF HOLDING, SUBSIDIARY AND ASSOCIATE COMPANIES-

Sino	Name and Address of the Company	CIN/GLN Holding/ Subsidiary/ Associate		% of shares held Applicable Section	
			NIL		

B) Shareholding of Promoter-

sN.	2	Shareholding at the beginning of the year			Shareholding at the end of the year			% change in
	Shareholder's Name	No. of Shares	% of total Shares of the company	%of Shares Pledged / encumbere d to total shares	No. of Shares	% of total Shares of the company	%of Shares Pledged / encumber ed to total shares	shareholdin g during the year
1	Mukti Kantha Mishra	118334	22.54%	-	118334	22.54%	_	-
2	Shashikanth Tewary	163333	31.11%	-	163333	31.11%	Min -	-
3	Supriya Patanaik	50000	9.52%		50000	9.52%		
4	DN Rao	168333	32.07 %		168333	32.07 %	-	-

(c) Change in Promoters' Shareholding (please specify, if there is no change)

SN	Particulars		ding at the g of the year	Cumula during t	tive Shareholding he year
		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
	At the beginning of the year Date wise Increase / Decrease in Promoters Shareholding during the year specifying the reasons for increase /decrease (e.g. allotment / transfer / bonus/ sweat equity etc.)	There	is no change in sh	nareholding	during the year.
	At the end of the year				

D) Shareholding Pattern of top ten Shareholders: (Other than Directors, Promoters and Holders of GDRs and ADRs):

			ling at the g of the year	Cumulative Shareholding during the year	
SI. No	For Each of the Top 10 Shareholders	No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
	At the beginning of the year	25,000	4.76%	25,000	4.76%
	Date wise Increase / Decrease in Shareholding during the year specifying the reasons for increase /decrease (e.g. allotment / transfer / bonus/ sweat equity etc):	-	-	-	-
	At the end of the year	25,000	4.76%	25,000	4.76%

E) Shareholding of Directors and Key Managerial Personnel:

SI.	Shareholding of each Directors and each Key Managerial Personnel	Sharehold beginning	ing at the of the year	Cumulative Shareholding during the year	
140	Hamageriai i ersonner	No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
	At the beginning of the year	3,31,666	63.17%	3,31,666	63.17%
	Date wise Increase / Decrease in Shareholding during the year specifying the reasons for increase /decrease (e.g. allotment / transfer / bonus/ sweat equity etc.)		-	-	
	At the end of the year	3,31,666	63.17%	3,31,666	63.17%

V) INDEBTEDNESS -Indebtedness of the Company including interest outstanding/accrued but not due for payment.

Particulars	Secured Loans excluding deposits	Unsecured Loans	Deposits	Total Indebtedness
Inde	otedness at the beginning	g of the financial year	r	
i) Principal Amount	42,87,424	1,52,12,826	+	1,95,00,250
ii) Interest due but not paid	-	-	-	-
iii) Interest accrued but not due		₩3		-
Total (i+ii+iii)	42,87,424	1,52,12,826	-	1,95,00,250
Cha	nge in Indebtedness dur	ing the financial year		
* Addition	-	26,44,968	-	26,44,968
* Reduction	(42,87,424)	-	-	(42,87,424
Net Change	(42,87,424)	26,44,968		(16,42,456
	ndebtedness at the end o	f the financial year		
i) Principal Amount	-	1,78,57,794		1,78,57,794
ii) Interest due but not paid		-	-	-
iii) Interest accrued but not due		-	•	*
Total (i+ii+iii)		1,78,57,794		1,78,57,794

VI. REMUNERATION OF DIRECTORS AND KEY MANAGERIAL PERSONNEL-

A. Remuneration to Managing Director, Whole-time Directors and/or Manager:

SN.	Particulars of Remuneration	Name of MD/WTD/ Manager					
			Total				
	Gross salary						
	(a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961						
	(b) Value of perquisites u/s 17(2) Income-tax Act, 1961						
	(c) Profits in lieu of salary under section 17(3) Income- tax Act, 1961						
2	Stock Option	No. Applicable					
3	Sweat Equity	Not Applicable					
4	Commission - as % of profit - others, specify						
5	Others, please specify(TDS)						
	Total (A)						
	Ceiling as per the Act						

B. Remuneration to other directors

SN.	Particulars of Remuneration	Name of Directors	Total Amount
1	Independent Directors		
	Fee for attending board committee meetings		
	Commission		
	Others, please specify		
	Total (1)		
2	Other Non-Executive Directors		
	Fee for attending board committee meetings	NIL	
	Commission		
	Others, please specify		
	Total (2)		
	Total (B)= $(1+2)$		
	Total Managerial Remuneration		
	Overall Ceiling as per the Act		

C. REMUNERATION TO KEY MANAGERIAL PERSONNEL OTHER THAN MD/MANAGER/WTD

SN	Particulars of Remuneration		Ke	y Manager	rial Personnel	
		CEO		CS	CFO	Total
1	Gross salary					
	(a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961					
	(b) Value of perquisites u/s 17(2) Income-tax Act, 1961					
	(c) Profits in lieu of salary under section 17(3) Income-tax Act, 1961			N	IIL	
2	Stock Option					
3	Sweat Equity					
4	Commission					
	- as % of profit	9.7				
	Others, specify	100				
5	Others, please specify					
	Total					

VII. PENALTIES / PUNISHMENT/ COMPOUNDING OF OFFENCES: Appeal made, Authority Details of Section of the Brief Type if any (give [RD / Penalty / Description Companies NCLT/ Details) Punishment/ Act COURT] Compounding fees imposed A. COMPANY Penalty Punishment NIL Compounding B. DIRECTORS Penalty Punishment NIL Compounding C. OTHER OFFICERS IN DEFAULT Penalty NIL Punishment Compounding

IV. SHARE HOLDING PATTERN (Equity Share Capital Breakup as percentage of Total Equity)

Category of Shareholders	No. of Sh year[of Shares held at the end o year[As on 31-March-2018]	No. of Shares held at the end of the year[As on 31-March-2018]	No. of Shar year[A	No. of Shares held at the end of the year[As on 31-March-2019]	e end of the th-2019]	% Change
	Physical	Total	% of Total Shares	Physical	Total	% of Total Shares	the year
A. Promoters							
(1) Indian							
a) Individual/ HUF	5,00,000	5,00,000	95.24%	5,00,000	5,00,00	95.24%	1
b) Central Govt	,	1	1	1	ı	E	E.
c) State Govt(s)	0	L	3	1		1	ı
d) Bodies Corp.		ï		r	ā	,	1
e) Banks / FI	,	1	r	t	-	A(E)	3_
f) Any other	1	ī	3		·	12	ť
Total shareholding of Promoter (A)	5,00,000	2,00,000	95.24%	5,00,000	5,00,00	95.24%	t
B. Public Shareholding							
1. Institutions							
a) Mutual Funds							
b) Banks / FI							
c) Central Govt							
d) State Govt(s)							
e) Venture Capital Funds							
f) Insurance Companies							
g) FIIs							
h) Foreign Venture Capital Funds							

i) Others (specify)							
Sub-total (B)(1):-							
2. Non-Institutions							
a) Bodies Corp.							
ı) İndian							
ii) Overseas							
b) Individuals							
i) Individual shareholders holding nominal share capital up to Rs. 1 lakh	25,000	25,000	4.76%	25,000	25,000	4.76%	ı
ii) Individual shareholders holding nominal share capital in excess of Rs 1 lakh							
c) Others (specify)							
Overseas Corporate Bodies							
Sub-total (B)(2):-	25,000	25,000	4.76%	25,000	25,000	4.76%	1
Total Public Shareholding (B)=(B)(1)+(B)(2)	25,000	25,000	4.76%	25,000	25,000	4.76%	į
C. Shares held by Custodian for GDRs & ADRs							
Grand Total (A+B+C)	5,25,000	5,25,000	100.00%	5,25,000	5,25,000	100.00%	1

GRAM TARANG FOODS PRIVATE LIMITED

(Corporate Identity Number: U15549AP2009PTC064398)

Regd. Office: B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam – 530018

Email Id: shashikant.tewary@gramtarangfoods.in, Ph: 9937002580

LIST OF SHAREHOLDERS

[As on 31st March, 2019]

SI.No	Name	Address	No. of Equity shares	Share holding %
1.	Mukti Kanta Mishra	Plot No - 1580/1989,Near Bhaktamadhu Sikhya Kendra, Bhaktamadhu Nagar, Bhubaneswar, Orissa - 751030	1,18,334	22.54
2.	Rao Narasimha Dechiraju	Block C, 206, KSR Green Valley, Madhava Dhara, Visakhapatnam - 530018	1,68,333	32.07
3.	Shashikant Tewary	C-21, Kendriya Vihar, Sector-51, Noida, Uttar Pradesh - 201307	1,63,333	31.11
4.	Supriya Patnayak	Plot No- 1580/1989,Near Bhaktamadhu Sikhya Kendra, Bhaktamadhu Nagar, Bhubaneswar, Orissa - 751030	50,000	9.52
5.	Durga Madhab Baliarsingh	Bikashnagar, PS-Jatani, District- Khurda - 752050	25,000	4.76
	,	Fotal	5,25,000	100%

For Gram Tarang Foods Private Limited

Shashikant Tewary
Director (DIN: 06453360)

D.N.Rao

Director(DIN: 00939956)

Date: 15th July, 2019

To

SPC & Associates, Chartered Accountants, Plot No #252A, 2nd Floor, MLA Colony, Lotus Pond Road, Road #12, Banjara Hills, Hyderabad.

Dear Sirs,

FINANCIAL STATEMENTS FOR THE PERIOD ENDED 31st MARCH, 2019

This representation letter is provided in connection with your audit of the financial statements of Gram Tarang Foods Private Limited for the year ended 31st March, 2019, for the purpose of expressing an opinion as to whether the financial statements give a true and fair view of the financial position of Gram Tarang Foods Private Limited as of 31st March, 2019, and of the results of its operations for the year then ended in accordance with the Companies Act, 2013 and Generally Accepted Accounting Practices in India.

We acknowledge our responsibility for the fair presentation of the financial statements in accordance with the Companies Act, 2013 and Generally Accepted Accounting Practices in India.

We confirm to the best of our knowledge and belief, the following representations:

- We acknowledge our responsibilities for the design, implementation, and operation of accounting and internal control systems that are designed to prevent and detect fraud and error.
- Following our assessment of the risk that the financial statements may be materially misstated as a result of fraud, we are not aware of any significant facts relating to any frauds or suspected frauds or irregularities known that have involved (i) Management; (ii) Employees who have significant roles in internal control; or (iii) Others where the fraud could have a material effect on the financial statements; and, of any allegations of fraud, or suspected fraud, affecting the financial statements that have been communicated to us by employees, former employees, analysts, regulators and others.
- We have made available to you all books of account and supporting documentation and all minutes of meetings of shareholders and the board of directors.
- We confirm the completeness of the information provided regarding the identification of related parties.
 Related party transactions are conducted on terms substantially equivalent to those that prevail in an arm's length transaction except for the loans taken.
- The related party loans have been taken for aiding the business activities and hence they were granted without any interest.
- We are aware of the observations you made, qualifications reported and notes attached to the accounts.
 We assure you that all necessary steps will be taken by the management to follow the best practices, implement the suggestions made and comply with those rules and regulations which could not be done during the year.
- We accept that the Company has transferred the share application money pending allotment to loan from directors. We are also aware of the fact that the Company's borrowings are more than the net worth of the Company.



Gram Tarang Foods Private Limited

www.gramtarangfoods.in

- The Company is not covered under any of the labour laws as of now but it shall be responsible to deposit the statutory contributions once it is covered under the Acts.
- The company has not deducted TDS for the amount 75,000 for the Comission Paid, we aware that it will fetch to disallowance in the Memorandum P&L.
- We accept that the company is not paying PT for the company, we will pay the amount in the current year.
- It's a mistake, as we didn't consider the export sale in the GST return for the month of May 2019, We will show it in the GST annual return for the FY 2018-19 amounting to 18,106.
- The Company has complied with all aspects of contractual agreements that could have a material effect on the financial statements in the event of non-compliance. There has been no non-compliance with requirements of regulatory authorities that could have a material effect on the financial statements in the event of non-compliance.
- The following have been properly recorded and when appropriate, adequately disclosed in the financial statements:
 - (a) The identity of, and balances and transactions with, related parties.
 - (b) All litigation, claims or possible claims and estimates thereof.
- We have no plans to abandon lines of product or other plans or intentions that will result in any excess or obsolete inventory, and no inventory is stated at an amount in excess of net realisable value.
- The Company has satisfactory title to all assets and there are no liens or encumbrances on the Company's
 assets.
- We have recorded or disclosed, as appropriate, all liabilities both actual and contingent, and have disclosed in the notes to the financial statements all guarantees that we have given to third parties, if any.
- Events subsequent to period end which require adjustment of or disclosure in the financial statements or notes thereto are as disclosed in the financial statements.
- We have assessed future action relating to continuing operations and confirm that there are no events or conditions that have been identified, indicating that the Company will not be a going concern.
- The management hereby confirms that none of the directors is disqualified as on March 31, 2019, from being appointed as a director in terms of sub-section (2) of Section 164 of the Companies Act, 2013.

Yours faithfully

Gram Tarang Foods Private Limited

Shashikant Tewary Managing Director

DIN: 6453360



INDEPENDENT AUDITOR'S REPORT

To the Members of GRAM TARANG FOODS PRIVATE LIMITED

Report on the Financial Statements

We have audited the accompanying financial statements of **GRAM TARANG FOODS PRIVATE LIMITED** ("the Company"), which comprise the Balance Sheet as at March 31, 2019, and the Statement of Profit and Loss, and Statement of cash flows for the year then ended, and Notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India:

- a) In the case of the Balance Sheet, of the state of affairs of the Company as at March 31, 2019;
- b) In the case of the Statement of Profit and Loss, of the profit for the year ended on that date.
- c) In the case of the statement of cash flows, the cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing (SAs) specified under sec on 143(10) of the Companies Act 2013. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the financial statements section of our report. We are independent of the company in Accordance with the Code of Ethics issued by the institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the Financial statements under the provision of the Companies Act, 2013 and the rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.



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Key Audit Matters

Key audit matters (KAM) are those matters that, in our professional judgment, were of most significance in our audit of the financial statements of the current period; and

These matters were addressed in the context of the audit of the financial statements as a whole, and in forming the auditor's opinion thereon, and we do not provide a separate opinion on these matters. We have not come across any key audit matters to disclose.

Management's Responsibility for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance, changes in equity and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the accounting Standards specified under section 133 of the Act. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate implementation and maintenance of accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statement that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the Financial statements, management is responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the concern basis of accounting unless management either intends to liquidate the company or to cease operations, or has no realistic alternative but to do so. Those Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our responsibility is to express an opinion on these Financial Statements based on our audit. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Financial Statements. The procedures selected depend on the auditor's

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Chartered Accountants

judgment, including the assessment of the risks of material misstatement of the Financial Statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the Financial Statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by management, as well as evaluating the overall presentation of the Financial Statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Report on Other Legal and Regulatory Requirements

- 1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order") issued by the Central Government of India in terms of sub-section (11) of section 143 of the Act,2013 is not applicable
- 2. As required by Section 143(3) of the Act, we report that:
 - We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit;
 - b. In our opinion proper books of account as required by law have been kept by the Company so far as appears from our examination of those books
 - c. The Balance Sheet and the Statement of Profit and Loss, dealt with by this Report are in agreement with the books of accounts and returns.
 - d. In our opinion, the Balance Sheet, Statement of Profit and Loss, comply with the Accounting Standards referred to in of Section 133 of the Companies Act, 2013, read with Rule 7 of the Company (Accounts) Rules 2014.
 - e. On the basis of written representations received from the directors as on March 31, 2019, and taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2019, from being appointed as a director in terms of sub-section (2) of Section 164 of the Companies Act, 2013.



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- f. With respect to the other matters included in the Auditor's Report and to our best of our information and according to the explanations given to us:
 - i. The Company does not have any pending litigations which would impact its financial position.
 - ii. The Company has not entered into any long-term contracts including derivatives contracts requiring provision under applicable laws or accounting standards, for material foreseeable losses and
 - iii. No amount is required to be transferred to investor education and protection fund in accordance with the relevant provisions of the Companies Act, 2013. Hence delay in depositing the amounts to the said fund is not applicable.

For SPC&Associates
Chartered Accountants

FRN: 005685S

UDIN: 19240014AAAAAY4211

CA Shravan Kumar Reddy

Partner

MRN: 240014

Date: 04.09.2019 Place: Hyderabad

Annexure - A to the Auditors' Report

The Annexure referred to in Report on the Audit of **GRAM TARANG FOODS PRIVATE LIMITED**, Financial Statements for the year ended 31st March 2019, we report that:

- i) (a) The Company has maintained proper records showing full particulars, including quantitative details and situation of fixed assets.
 - (b) The Company has a regular programme of physical verification of its fixed assets by which fixed assets are verified in a phased manner over a period of three years. In accordance with this programme, certain fixed assets were verified during the year and no material discrepancies were noticed on such verification. In our opinion, this periodicity of physical verification is reasonable having regard to the size of the Company and the nature of its assets.
 - (c) According to the information and explanations given to us and on the basis of our examination of the records of the Company there were immovable properties are held in the name of the Company.
- The Company deals in the business of manufacturing and processing of food products..
 Accordingly, it holds physical inventories.
- iii) The Company has not granted any loans, secured or unsecured, to companies, firms or other parties covered in the register maintained under section 189 of the Companied Act, 2013 ('the Act'). Consequently, clauses 3 (iii) (a) and 3 (iii) (b) of the Order are not applicable to the Company.
- iv) The Company has not made any transactions in the nature of loans, investments, guarantees, and security, where provisions of section 185 and 186 of the Companies Act, 2013 are applicable. Thus, paragraph 3(iv) of the order is not applicable to the company.
- v) Company has not accepted any deposits, within the meaning of provisions of sections 73 to 76 or any other relevant provisions of the Companies Act, 2013 and the rules framed there under.
- vi) The Central Government has not prescribed the maintenance of cost records under section 148(1) of the Act, for any of the products of the Company.
- vii) a) According to the information and explanations given to us and on the basis of examination of the records of the Company, provident fund, employees' state insurance, are not applicable to the company & income-tax, goods and service tax, duty of customs and other material statutory dues have been regularly deposited during the year by the Company with the appropriate authorities. Further according to the information and

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explanations given to us, no undisputed amounts are payable in respect of income tax, goods and service tax, duty of customs, cess and other material statutory dues which were in arrears as at March 31,2019, for a period of more than six months from the date they became payable.

- b) According to the information and explanations given to us, there are no material dues of duty of customs, income tax, goods and service tax which have not been deposited with the appropriate authorities on account of any dispute.
- c) Company has not get registered under the PT act up to 31.03.2019 which is non compliance for the company.
- viii) According to the information and explanation given to us, the Company does not have any loans or borrowings from any financial institutions, banks, Government or debenture holders during the year. Accordingly, paragraph 3 (viii) of the order is not applicable.
- ix) The Company did not raise any money by way of initial public offer or further public offer (including debt instruments) and term loans during the year. Accordingly, paragraph 3 (ix) of the Order is not applicable.
- x) According to the information and explanations given to us, no material fraud by the company or on the Company by its officers or employees has been noticed or reported during the course of our audit.
- xi) In our opinion and according to the information and explanations given to us and based on examination of the records of the Company, the Company has not paid / provided managerial remuneration in accordance with the requisite approvals mandated by the provisions of Section 197 read with Schedule V to the Act.
- xii) In our opinion and according to the information and explanations given to us, the Company is not a Nidhi company. Accordingly, paragraph 3(xii) of the Order is not applicable.
- According to the information and explanations given to us and based on our examination of the records of the Company, transactions with the related parties are in compliance with Sections 177 and 188 of the Act where applicable and details of such transactions have been disclosed as required by the applicable accounting standards;
- xiv) According to the information and explanations give to us and based on our examination of the records of the Company, the Company has not increased the share capital during the year.
- xv) According to the information and explanations given to us, the Company is not required to be registered under Section 45 IA of the Reserve Bank of India Act, 1934.



SPC&ASSOCIATES Chartered Accountants

xv) According to the information and explanations given to us, the Company is not required to be registered under Section 45 IA of the Reserve Bank of India Act, 1934.

For SPC&Associates Chartered Accountants

FRN: 005685S

UDIN: 19240014AAAAAY4211

CA B Shravan Kumar Reddy

Partner

MRN: 240014

Date: 04.09.2019 Place: Hyderabad

GRAM TARANG FOODS PRIVATE LIMITED CIN: U15549AP2009PTC064398

BALANCE SHEET AS AT 31st March, 2019

		Amount	in ₹
Particulars	Note No.	Figures at th	e end of
		31-Mar-19	31-Mar-18
. EQUITY AND LIABILITIES			
(1) Shareholder's Funds			
(a) Share Capital	1	52,50,000	52,50,000
(b) Reserves and Surplus	2	(1,08,55,173)	(1,24,99,312
(2) Non-Current Liabilities			
(a) Long-Term Borrowings	3	1,78,57,794	1,95,00,250
(b) Deferred Tax Liabilities (Net)	4	(2,30,916)	(1,44,494)
(3) Current Liabilities			
(a) Short-Term Borrowings			
(b) Trade Payables	5	41,54,316	42,49,289
(c) Other Current Liabilities	6	1,34,32,285	1,17,90,683
(d) Short-Term Provisions	7	1,19,176	51,952
Total Equity & Liabilities		2,97,27,481	2,81,98,368
II.ASSETS			
(1) Non-Current Assets			
(a) Fixed Assets		1 57 07 000	1,87,78,383
(i) Tangible Assets	8	1,57,97,808	5,48,388
(ii) Intangible Assets		3,95,878	1,93,26,770
		1,61,93,687	9,22,160
(b) Long term loans and advances	9	9,22,166	7,22,100
(2) Current Assets		(1.20.(20	43,46,96
(a) Inventories	10	61,29,620	27,60,82
(b) Trade receivables	11	45,67,488	2,45,75
(c) Cash and cash equivalents	12	13,80,851	5,95,89
(d) Short-term loans and advances	13	5,33,671	2,81,98,36
Total Assets Accounting Policies and other Notes to Accounts	24-30	2,97,27,481	2,01,70,300

As per our report of even date attached.

UDIN: 19240014AAAAAY4211

For SPC&Associates

Chartered Accountants

FRN: 005685S

CA Shravan Kumar Reddy

Partner

MRN:240014

Place: Vishakhapatnam

Date: 04-09-2019

GRAM TARANG FOODS PRIVATE LIMITED

Shashikant Tewary Managing Director

DIN: 06453360

D.N.Rao Director

DIN: 00939956

GRAM TARANG FOODS PRIVATE LIMITED CIN: U15549AP2009PTC064398

PROFIT & LOSS STATEMENT FOR THE YEAR ENDED ON 31st March, 2019

			Amoun	
Sr.	Particulars	Note No.	Figures for the	
10			31-Mar-19	31-Mar-18
		14	1,34,25,144	1,58,70,554
	Revenue from operations	15	28,05,666	11,40,192
II	Other Income III. Total Revenue (I +II)	1.5	1,62,30,810	1,70,10,746
IV]	Expenses:			
	Cost of materials consumed	16	76,78,953	53,83,650
(Changes in inventories of finished goods, work-in-progress and Stock-			/7 4 4 / \7 1\
	n-Trade	17	(17,36,114)	(5,44,074)
	Employee Benefit Expense	18	15,21,421	13,57,930
	Financial Costs	19	4,94,544	11,03,539
	Depreciation and Amortization Expense	20	31,79,758	38,65,131
	Other Administrative Expenses	21	34,36,106	40,60,000
	Total Expenses (IV)		1,45,74,668	1,52,26,176
v	Profit/(Loss) before exceptional and extraordinary items and tax	(III - IV)	16,56,142	17,84,570
VI	Exceptional Items			
VII	Profit/(Loss) before extraordinary items and tax (V - VI)		16,56,142	17,84,570
VIII	Extraordinary Items			
IX	Profit /(Loss) before tax (VII - VIII)		16,56,142	17,84,570
X	Tax expense:			
	(1) Current tax		98,426	33,052
	(2) Deferred tax		(86,422)	(1,36,954
	(3) MAT Credit		-	(18,316
XI	Profit/(Loss) from the perid from continuing operations	(1X-X)	16,44,139	19,06,787
XII	Profit/(Loss) from discontinuing operations			
XIII	Tax expense of discounting operations			
	Profit/(Loss) from Discontinuing operations (XII - XIII)			
		1.5-16	16,44,139	19,06,787
XV	Profit/(Loss) for the period (XI + XIV)		20,1.,200	
XVI	Earning per equity share:	22	2.12	3.6
	(1) Basic		3.13	
	(2) Diluted	0.1.00	3.13	3.6
Acco	ounting Policies and other Notes to Accounts	24-30		

As per our report of even date attached.

For SPC&Associates Chartered Accountants

FRN: 005685S

CA Shravan Kumar Reddy

Partner MRN:240014

Place: Vishakhapatnam Date: 04-09-2019

GRAM TARANG FOODS PRIVATE LIMITED

Shashikant Tewary Managing Director

DIN: 06453360

D.N.Rao Director

DIN: 00939956

GRAM TARANG FOODS PRIVATE LIMITED CIN: U15549AP2009PTC064398 CASH FLOW STATEMENT FOR THE YEAR ENDED 31.03.2019

Particulars	31-Mar-19	31-Mar-18
Cash Flow from Operating Activities		
Net Profit before Taxation and extraordinary items	16,56,142	17,84,570
Adjustments for:		
Depreciation and Amortisation	31,79,758	38,65,131
Interest debited to P&L	4,85,694	10,91,814
Operating Profit before Working Capital Changes	53,21,594	67,41,515
Working Capital Changes		
(Increase)/Decrease in Current Assets		
(Increase)/Decrease in Short term loans and advances	62,225	6,40,523
(Increase)/Decrease in Inventories	(17,82,658)	(6,69,837)
(Increase)/ Decrease in Trade Receivables	(18,06,668)	(6,28,715)
(Increase)/ Decrease in Other Current Assets		
(Increase)/Decrease in Current Liabilities		
Increase/(Decrease) in Short Term Borrowings		
Increase/ (Decrease) in Provisions	1,850	(6,17,985)
Increase/ (Decrease) in Other Current Liabilities	16,41,602	(18,98,160)
Increase/ (Decrease) in Trade Payables	(94,973)	20,44,046
Cash generated from operations	33,42,973	56,11,387
Tax Paid	33,052	
Net Cash Flow from Operating Activities	33,09,921	56,11,387
Cash Flow from Investing activities	2010/126 (01000000)	
Purchase of Fixed Assets	(46,675)	(5,446)
(Increase)/ Decrease in Long term loans and advances	-	(18,316)
Net Cash Flow from Investing Activities	(46,675)	(23,762)
Cash Flow from Financing activities		
Increase in Share Capital		
Security Premium received		
Share Application money received		
Decrease in long term borrowings	(16,42,456)	(43,60,609)
Interest Debited to P&L a/c	(4,85,694)	(10,91,814)
Net Cash Flow from Financing Activities	(21,28,150)	(54,52,423)
Net Increase or decrease in cash and cash equivalents	11,35,096	1,35,201
Increase or decrease in cash and cash equivalents	11,35,097	1,35,201
Add: Cash and cash equivalents at the beginning of the period	2,45,754	1,10,553
Cash and cash equivalents at the end of the period	13,80,850	2,45,754

As per our report of even date attached.

For SPC&Associates
Chartered Accountants

FRN: 005685S

CA Shravan Kumar Reddy

Partner MRN:240014

Place: Vishakhapatnam Date: 04-09-2019 For GRAM TARANG FOODS
PRIVATE LIMITED

Shashikant Tewary Managing Director

DIN: 06453360

D.N.Rao Director DIN: 00939956

Notes Forming Integral Part of Financial Statements

5	Note: 1 Share Capital		
SNo	Particulars	31-Mar-19	31-Mar-18
	AUTHORIZED CAPITAL 10,000,00 Equity Shares of Rs. 10/- each.	1,00,00,000	1,00,00,000
		1,00,00,000	1,00,00,000
	ISSUED, SUBSCRIBED & PAID UP CAPITAL 5,25,000 Equity Shares of Rs. 10/- each Fully Paid up	52,50,000	52,50,000
	Total	52,50,000	52,50,000

a) Rights, preferences and restrictions attached to shares:

The company has one class of equity shares having a par value of `.10 per share. Each shareholder is eligible for one vote per share held. In the event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all preferential amounts, in proportion to their shareholding.

			Year Ended 31-Mar-19	31-Mar-19	Year Ended 31-Mar-18	31-Mar-18
S.No	Name	Class of Share	No. of Share Holding	% of Holding	No. of Share Holding	% of Holding
-	1 Mukti Kanta Mishra	Equity shares fully paid up	118334	22.54%	118334	22.54%
2	DN Rao	Equity shares fully paid up	168333	32.07%	168333	32.07%
33	Shashikanth Tewary	Equity shares fully paid up	163333	31.11%	163333	31.11%
4	Supriya Patanaik	Equity shares fully paid up	20000	9.52%	20000	9.52%

of shares and amount outstanding at the beginning and at the end of the period:

Trees	The man or one or one				1
		Equity Shares	ares	Equity snares	nares
CNIC	Darticulars	Year Ended 31-Mar-19	31-Mar-19	Year Ended 31-Mar-18	31-Mar-18
0.1.0	Lattodian	No. of Shares	Amount in	No. of Shares	Amount in
		I	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	000 10 1	00000
-	Opening Balance	5,25,000	52,50,000	2,25,000	000,00,20
2	Add/Less: Change During the Year	7			.1
1 (D	5.25,000	52,50,000	5,25,000	52,50,000

GRAM TARANG FOODS PRIVATE LIMITED Notes Forming Integral Part of Financial Statements

Note: 2 Reserve & Surplus

						*	
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Note: 2	Reserve & Surplus	22220	
S No	Particulars	31-Mar-19	31-Mar-18
I 1	Securities Premium Premium on issue of shares	22,50,000	22,50,000
	Total(A)	22,50,000	.22,50,000
II 1 2 3	Surplus Opening balance Add: Profit /(Loss) for the year Less: Depreciation written off	(1,47,49,311) 16,44,139	(1,66,56,098) 19,06,787
	Total(B)	(1,31,05,172)	(1,47,49,311
	Total	(1,08,55,172)	(1,24,99,311

Note: 3 Long Term Borrowings

Amount	in	₹
Alliount	TIL	

S No	Particulars	31-Mar-19	31-Mar-18
1	Term Loan from Banks and Financial Institutions From Bank from Andhra Bank	-	42,87,424
2	Unsecured Loans Loans from Directors and relatives	61,03,098	1,37,12,826
3	Gram Tarang Self Helf Co-Operative Ltd. GTIDS	1,02,54,696 15,00,000	15,00,000
	Total	1,78,57,794	1,95,00,250

Note: 4 Defered Tax Liability (Net)

Amount	111	~
Amount	111	

S No	Particulars	31-Mar-19	31-Mar-18
1	Deferred Tax Liability Opening Balance Add: Current year (Asset)/Liability	(1,44,494) - (86,422)	7,540 (1,36,954)
	Total	(2,30,916)	(1,44,494)

Disclosures:

In accordance with the Accounting Standard (AS-22) on "Accounting for Taxes on Income" issued by the Institute of Chartered Accountants of India, the Company has created deferred Tax Asset arising out of the timing differences between taxable and book profits. Due to lack of reasonable certainty of taxable income in subsequent periods, the Company has not accounted for deferred tax asset arising on account of the timing difference.

GRAM TARANG FOODS PRIVATE LIMITED Notes Forming Integral Part of Financial Statements

Note: 5 Trade Payables Amount in ₹

S No	Particulars	31-Mar-19	31-Mar-18
1	Sundry Creditors	41,54,316	42,49,289
	Total	41,54,316	42,49,289

Note: 6 Other Current Liabilities Amount in ₹

S No	Particulars	31-Mar-19	31-Mar-18
1	GST Payables	2,09,214	73,595
2	TDS Payable	8,486	44,761
2	Advances	24,75,050	24,75,050
4	Advances to staff		800
	Rent Received in Advance	77,94,092	78,28,572
5	Advance from Customers	28,00,400	
7	Salary Payable	1,01,780	12,86,586
8	VAT Payable		
9	Telephone Charges Payable	2,165	1,062
10	Electricity charges payable	41,098	80,257
10	Total	1,34,32,285	1,17,90,683

Note: 7 Short Term Provisions

Amount in ₹

S No. Particulars 31-Mar-19 31-M

SNo	Particulars	31-Mar-19	31-Mar-18
	Provision for Income Tax	98,426	33,052
2	Professional Tax payable	2,500	
2	Audit Fees Payable	18,250	18,900
.)	Total	1,19,176	51,952

GRAM TARANG FOODS PRIVATE LIMITED Notes Forming Part of Financial Statements

Note	Note: 8 Fixed Assets		Grose Block	Block			Depreciaton	ciaton		Net	Net Block
s s	Particulars	Value at the beginning	Addition during the	Deduction during the	Value at the end	Value at the beginning	Addition during the year	Adjustment to Retained Earnings	Value at the end	WDV at the end of the year	WDV at the begining of the year
H 1 2 8 4	Tangible Assets Land Building Plant and Machinery Office Equipment	2,55,289 92,36,037 3,80,58,866 75,507	46,675	Y 6 7 Y	2,55,289 92,36,037 3,80,58,866 1,22,182	46,91,655 2,40,91,108 65,745	4,32,312 25,82,217 11,968		51,23,967 2,66,73,325 77,712	2,55,289 41,12,069 1,13,85,541 44,470	2,55,289 45,44,381 1,39,67,758
2	Others Computers & Laptops	72,939			72,939	71,748	752		72,500	439	1,191
	SUB TOTAL (A)	4,76,98,638	46,675	•	4,77,45,313	2,89,20,256	30,27,248		3,19,47,504	1,57,97,808	1,87,78,381
=	II Intangible Assets										
-	Technical Know How	22,86,863			22,86,863	17,38,475	1,52,510		18,90,985	3,95,878	5,48,388
	(B) INTOT GITS	578 78 66	,		22.86.863	17,38,475	1,52,510	1	18,90,985	3,95,878	5,48,388
	SUB IOIAL (B)		46		5,00,32,176	3,06,58,731	31,79,758	•	3,38,38,489	1,61,93,687	1,93,26,770
	I otal A + B (Current real)	4 00 00 00 0			1 00 85 501	2 67 93 600	38.65.131		3,06,58,731	1,93,26,770	2,31,86,455

GRAM TARANG FOODS PRIVATE LIMITED Notes Forming Part of Financial Statements

Note: 9 Long Term Loans and Advances

c) Doubtful

Note:	9 Long Term Loans and Advances	Amou	nt in <
S No	Particulars	31-Mar-19	31-Mar-18
1	Security Deposit		
	Deposit - Sales TAX Dept	15,000	15,000
	Security Deposit - Ramsatya Agencies	50,000	50,000
	Security Deposit (Electricals)	2,43,365	2,43,365
2	MAT Credit Entitlement	6,13,801	6,13,801
	Total	9,22,166	9,22,166

Note:	10 Inventories	Amou	nt in ₹
S No	Particulars	31-Mar-19	31-Mar-18
1	Inventories Raw Material	5,23,087	4,76,543
2	Stock in Trade Finished Goods	56,06,533	38,70,419
	Total	61,29,620	43,46,962

Note:	11 Trade Recievables	Amou	nt in <
S No	Particulars	31-Mar-19	31-Mar-18
1	Outstanding for more than six months a) Secured, Considered Good:		
	b) Unsecured, Considered Good:	13,69,516	11,93,057
	c) Doubtful		
2	Other receivables		
	a) Secured, Considered Good:		
	b) Unsecured Considered Good:	31.97.972	15.67.763

Total

45,67,488

27,60,820

Note:	12 Cash & Cash Equivalent	Amour	nt in ₹
S No	Particulars	31-Mar-19	31-Mar-18
A	Balances with Banks		
	With Andhra Bank A/c No. 043811100000186	13,70,269	2,19,645
	With Andhra Bank -107411100000964 (Vizag)	4,912	4,912
	Sub Total (A)	13,75,181	2,24,557
В	Cash on Hand Cash Balance	5,669	21,190
	Sub Total (B)	5,669	21,196
	Total [A + B]	13,80,850	2,45,753

Note:	13 Short Term Loans and Advances	Amou	nt in ₹
S No	Particulars	31-Mar-19	31-Mar-18
1	GST Input	75,071	1,68,35.
2	Prepaid Insurance	1,11,152	1,08,74
3	Other Advances	tradition of the section	141
4	TDS Receivable	28,647	
5	Income Tax Refund Due for AY 2017-18	3,18,801	3,18,80
	Total	5,33,671	5,95,89

Notes Forming Part of Financial Statements

Note : 14 Revenue from Operations Amount in ₹

Total

S No	Particulars	31-Mar-19	31-Mar-18
1 2	Sale of Products Plant processing charges	1,32,09,019 2,16,125	1,37,09,554 21,61,000
	Total	1,34,25,144	1,58,70,554

Amount in ₹ Note: 15 Other Income 31-Mar-19 31-Mar-18 S No Particulars Ginger Oleoresin 2 Transport Charges 13,265 Rental Income 28,05,666 10,51,429 3 45,053 4 Other Income Sundry Creditors written off 5 19,170 Packing Charges 11,275 Insurance

28,05,666

11,40,192

Note: 1	6 Cost of Material Consumed	Amoun	ıt in ₹
SNo	Particulars	31-Mar-19	31-Mar-18
1	Opening Stock	4,76,543	3,50,780
	Add: Purchases	52,59,424	50,64,952
	Add: Direct Expenses	24,66,072	4,44,461
		82,02,039	58,60,193
	Less: Closing Stocks	5,23,087	4,76,543
	Total	76,78,953	53,83,650

Note :	17 Changes in Inventories	Amoun	t in ₹
S No	Particulars	31-Mar-19	31-Mar-18
1	Inventories at the end of the Year Finished Goods	56,06,533	38,70,419
2	Total <u>Less</u> : Inventories at the beginning of the Year	56,06,533	38,70,419
2	Finished Goods	38,70,419	33,26,345
	Total	38,70,419	33,26,345
	Net Increase/(Decrease)	17,36,114	5,44,074

Note:	18 Employee Benefit Expenses	Amour	nt in ₹
S No	Particulars	31-Mar-19	31-Mar-18
1	Salaries	13,13,042	13,22,930
2	Incentive	2,08,379	35,000
	Total	15,21,421	13,57,930

Notes Forming Part of Financial Statements

Note: 19 Financial Cost Amount in ₹

S No	Particulars	31-Mar-19	31-Mar-18
1	Interest on Term loan	4,85,694	10,91,814
2	Interest on CC	7 - 7 17 7 17 7	
3	Processing Charges		
4	Inspection Charges (Plant)-Andhra Bank	8,850	11,725
	Total	4,94,544	11,03,539

Note : 20 Depreciation & Amortised Cost Amount in ₹

		1 41110 611	
S No	Particulars	31-Mar-19	31-Mar-18
1	Depreciation	31,79,758	38,65,131
100	Total	31,79,758	38,65,131

No	21 Other Administrative Expenses Particulars	31-Mar-19	31-Mar-18
1	Electricity Charges	8,14,156	5,59,61
2	Commission	6,70,880	12,32,54
3	Repair & Maintance	5,66,234	5,72,75
4	Processing Fee (Job Work) Exp.	2,36,180	2,, 2,,,,
5	Insurance	1,17,159	1,43,13
6	Fees and membership	1,06,100	1,55,03
7	Consumables for plant	1,00,303	73,07
8	Consultancy Fees	95,803	1,89,23
9	Travel and Conveyance	93,005	
10	Lodging & Boarding and Travelling	92,580	1,15,96
11	Printing and Stationery	87,522	61,09
12	Laboratory Test Charges	72,513	34,81
13	Vehicle Fuel	59,696	
14	Audit Fees	50,000	47,20
15	Discount on Sales	40,500	
16	Postage & Courier Charges	33,554	12,30
17	Fooding Exp.	33,161	38,98
18	Office Expenses	32,709	46,89
19	Professional Charges	26,950	11,80
20	Vehicle Maintance	25,730	
21	Telephone Expenses	18,774	14,20
22	Puja & Festival Exp.	13,299	
23	Rent & Rates and Taxs	10,865	72,58
24	Toll Gate Fee	9,945	
25	Interest on TDS	6,001	-
26	RMC Gate Charges	6,000	
27	Bank Charges	5,705	4,40
28	Advertisement	4,800	27,63
29	Penal Interest	3,483	46,8
30	Professional Tax	2,500	
31	Input Service Tax		11,80
32	Loading & Unloading Charges	1 1 1	48,5.
33	Legal Expenses		
34	Transportation Charges		5,31,6
35	Roc Charges		1,20
36	Bad debts written off		6,6
	Total	34,36,106	40,60,00

Other Notes Forming Integral Part of the Financial Statements as at 31st March, 2019

Note : 22 Earnings Per Share Amount in ₹

OIC . 22	Latinigs I et Share	Autount III v		
S.No	Particulars	31-Mar-19	31-Mar-18	
1 -	Net Profit for the year	16,44,139	19,06,787	
2	Net Profit for the year attributable to the equity share holders (A)	16,44,139	19,06,787	
3	Weighted Average Number of Equity Shares (B)	5,25,000	5,25,000	
4	Par Value of Share	10	10	
5	Earnings Per Share – Basic (A)/(B)	3.13	3.63	
Ó	Adjustment in average number of share for Diluted earnings per share			
7	Diluted Earnings Per Share	3.13	3.63	

Amount in ₹ Note: 23 Deferred Tax 31-Mar-18 S.No Particulars 31-Mar-19 Depreciation as per Companies Act 31,79,758 38,65,131 28,47,366 33,38,386 Depreciation as per Income Tax Act (5,26,745) 3,32,393 Timing Difference Current Year Deferred Tax (Asset)/ Liability (86,422)(1,36,954)-7.540 (1,44,494) Opening Balance

ote: 24 Paymer	ats To Auditors	Amount	Amount in ₹		
S.No	Particulars	31-Mar-19	31-Mar-18		
1 Statutory	Audit Fees	30,000	30,000		
2 Tax Aud	it Fees	10,000	10,000		
3 GST/Se	rvice Tax	7,200	7,200		
	Total	47,200	47,200		

Note: 25 Related Party Disclosure

As per the Accounting Standard-18 on 'Related party disclosures' as notified by the Companies (accounting Standards) Rules-2006 the related parties of the company are as follows.

(2,30,916)

(1,44,494)

List of related parties

- 1. Key management personnel
 - a) Shashikant Tewary Managing Director
 - b) DN Rao -
- Director

Closing Balance (Asset)/Liability

- 2. Group Companies
 - a) Gram Tarang Self Helf Co-Operative Ltd.

Transactions with related parties		. P	Ámount	
Particulars	Key Managemen	t Personnei	Group Companies	
	31-Mar-19	31-Mar-18	31-Mar-19	31-Mar-18
Shashikant Tewary Unsecured Loan Unsecured Loan from Gram Tarang SelfHelp Co-Operative	31,03,098	4,58,130		
society	1,02,54,696	1,02,54,696	1,02,54,696	1,02,54,690

Note: 26 Disclosure required under Section 22 of the Micro, Small and Medium Enterprises Development Act, 2006

S No	Particulars	31-Mar-19	31-Mar-18
1	Principal amount remaining unpaid to any supplier as at the end of the accounting year		
2	Interest due thereon remaining unpaid to any supplier as at the end of the accounting year		
.3	The amount of interest paid along with the amounts of the payment made to the supplier beyond the appointed day		
4	The amount of interest due and payable for the year	NII.	NII.
5	The amount of interest accrued and remaining unpaid at the end of the accounting year		
6	The amount of further interest due and payable even in the succeeding year, until such date when the interest dues as above are actually paid		

Note 27:

Previous year's figures have been regrouped / reclassified wherever necessary to correspond with the current year's classification / disclosure,

As per our report of even date attached to the Balance Sheet and Profit and Loss Account

For SPC & Associates **Chartered Accountants** FRN: 005685S

Partner MRN:240014

Hyderabad Date: 04-09-2019 For GRAM TARANG FOODS PRIVATE LIMITED

Shashikant Tewary Managing Director

DIN: 06453360

D.N.Rao DIN: 00939956

NOTES TO ACCOUNTS

NOTE: 28

SIGNIFICANT ACCOUNTING POLICIES:

A. Basis of Accounting

The accounts of the company are prepared & maintained consistently on accrual basis and under the historic cost convention and in accordance with the generally accepted accounting principles in India and in compliance with the applicable Accounting Standards issued by the Institute of Chartered Accountants of India as per Section 133 and relevant provisions of the Companies Act, 2013, except otherwise stated.

All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the Schedule III to the Companies Act, 2013.

B. Fixed Assets

Fixed Assets are stated at cost (cost includes acquisition cost, freight, installation cost, finance cost, duties and taxes and other incidental expenses incurred during the construction/installation).

C. Depreciation

Depreciation on Fixed Assets is provided on the Written Down Value Method, as per the useful life of the assets given in the Schedule II to the Companies Act, 2013; and in the opinion of the management these rates reflect the estimated useful life of those assets. The Company estimates the scrap value of the assets to be 5% of the cost.

D. Revenue Recognition

Income is accounted for on the basis of products sold and billed to customers.

E. Earnings per share:

Basic earnings per share is computed by dividing the profit/ (loss) after tax (including the post-tax effect of extraordinary items, if any) by the weighted average number of equity shares outstanding during the year.

F. Provisions and Contingencies

A provision is recognized when the Company has a present obligation as a result of past events and it is probable that an outflow of resources will be required to settle the obligation in respect of which a reliable estimate can be made. Provisions are not discounted to their present value and are determined based on the best estimate required to settle the obligation at the Balance Sheet date. These are reviewed at each Balance Sheet date and adjusted to reflect the current best estimates. Contingent liabilities are disclosed in the Notes.

G.Income Tax

The Company provides for and determines the current tax as the amount of tax payable in respect of the total income for the period. The Company recognizes and provides for the deferred tax on timing differences between total income and accounting income subject to the concept of prudence.

H. Cash and Cash equivalents

Cash comprises cash on hand and demand deposits with banks. Cash equivalents are short-term balances (with an original maturity of three months or less from the date of acquisition), highly liquid investments that are readily convertible into known amounts of cash and which are subject to insignificant risk of changes in value.

For SPC&Associates
Chartered Accountants

FRN: 005685S

for and on behalf of Board of Directors
GRAM TARANG FOODS PRIVATE LIMITED

CA Shravan kumar Reddy

Partner

MRN: 241004

Shashikant Tewary Managing Director

(DIN: 06453360)

D.N.Rao

Director (DIN: 00939956)

Date: 04th September, 2019 Place: Vishakhapatnam

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

Assessment Year 2019-20

[Where the data of the Return of Income in Form ITR-1 (SAHAJ), ITR-2, ITR-3, ITR-4, ITR-5, ITR-6,ITR-7 filed and verified electronically]

	Nan	1e					PAN	
		CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE						C7721R
THE	Flat	/Door/Block No		Name Of Premis	ses/Building/Vill:	age		
NAND	AT	ALLURI NAGAR	R SITAPUR			Form N	umber. ITR-7	
PERSONAL INFORMATION AND THE ACKNOWLEDGEMENT NUMBER	Roa	d/Street/Post Office		Area/Locality				
	VIA	UPPALADA	9	PARLAKHEMU	PARLAKHEMUNDI		Status	AOP/BOI
NON	Tov	vn/City/District		State		Pin/ZipCode	Filed u/s	
RSONA	BEI	HERAMPUR		ORISSA		761211	139(1)-On or before due date	
PE	Asse	essing Officer Details (Ward/Circl	e) EXEMPTION W	ARD, BERHAMI	PUR		
	e-fil	ing Acknowledgement						
	1	Gross total income					1	0
	2	Total Deductions under Chapter-VI-A					2	0
Ì	3	Total Income					3	0
Æ	3a	Deemed Total Income under AMT/MAT						0
INCOME	3b						3b	0
	4	Net tax payable	et tax payable					0
COMPUTATION OF AND TAX THER	5	Interest and Fee Pay						0
ratio tax	6	Total tax, interest ar	nd Fee paya	ble			6	0
AND	7	Taxes Paid	a Adv	ance Tax	7a	0		
COM	- 171		b TDS):	7b	0		70年1月26日
			c TCS		7c	0		自己是可此程度 <u>这</u>
			1040	Assessment Tax	7d•	0		was zinkamik
		e Total Taxes Paid (7a+7b+7c+7d)				7e	0	
	8	Tax Payable (6-7e)	· ·	A			8	0
	9	Refund (7e-6)	*				9	0
	10	Exempt Income		Agriculture			10	0
	La Lacino			Others			0	

Income Tax Return submitted electronically or	28-09-2019 12:36:13	from IP addre	SS 117.197.251.78	and verified by
DR.MUKTI KANTA MISHRA	having PAN ADOP!	M0255A on	28-09-2019 12:36:13	from IP address
using Digital Signature 16187183CN=e-Mudhra Sub CA for	The second second	J=Certifying Auth	ority.O=eMudhra Consum	ner Services Limited,C=IN
DSC details:				

.. 5

	referred to in section 11(2)(b)(ii) or section 11(2)(b) (iii), or	
(c)	has not been utilised for purposes for which it was accumulated or set apart during the period for which it was to be accumulated or set apart, or in the year immediately following the expiry thereof? If so, the details thereof	No

1.	Whether any part of the income or property of the institution was lent, or continues to be lent, in the previous year to any person referred to in section 13(3) (hereinafter referred to in this Annexure as such person)? If so, give details of the amount, rate of interest charged and the nature of security, if any.	No
2.	Whether any part of the income or property of the institution was made, or continued to be made, available for the use of any such person during the previous year? If so, give details of the property and the amount of rent or compensation charged, if any.	No
3.	Whether any payment was made to any such person during the previous year by way of salary, allowance or otherwise? If so, give details	No
4.	Whether the services of the institution were made available to any such person during the previous year? If so, give details thereof together with remuneration or compensation received, if any	No
5.	Whether any share, security or other property was purchased by or on behalf of the institution during the previous year from any such person? If so, give details thereof together with the consideration paid	No
6.	Whether any share, security or other property was sold by or on behalf of the institution during the previous year to any such person? If so, give details thereof together with the consideration received	No
7.	Whether any income or property of the institution was diverted during the previous year in favour of any such person? If so, give details thereof together with the amount of income or value of property so diverted	No
8.	Whether the income or property of the institution was used or applied during the previous year for the benefit of any such person in any other manner? If so, give details	No

III. INVESTMENTS HELD AT ANY TIME DURING THE PREVIOUS YEAR(S) IN CONCERNS IN WHICH PERSONS REFERRED TO IN SECTION 13(3) HAVE A SUBSTANTIAL INTEREST

S. Name and address of No the concern	Where the concern is a company, number and class of shares held	Nominal value of the investment(₹)	Income from the investment(₹)	Whether the amount in col. 4 exceeded 5 per cent of the capital of the concern during the previous year-say, Yes/No
Tota	1			

Place

BHUBANESWA

Date

08/10/2018

Name

Membership Number

FRN (Firm Registration Number)

Address

BIBEKANANDA MOHANTY

056264

310009E

SRB & ASSOCIATES 5TH FL OOR IDCO TOWER JANPAT

H, BHUBANESWAR

Form Filing Details		
Revision/Original	Original	

Audit report under section 12A(b) of the Income-tax Act, 1961, in the case of charitable or religious trusts or institutions

We have examined the balance sheet of CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILIT ATION CENTRE, AT-ALLURI NAGAR, R SITAPUR, UPPALADA PARALAKHEMUNDI, AAECC7721R [name and PAN of the trust or institution] as at 31/03/2019 and the Profit and loss account for the year ended on that date which are in agreement with the books of account maintained by the said trust or institution.

 $\underline{\mathbf{We}}$ have obtained all the information and explanations which to the best of $\underline{\mathbf{our}}$ knowledge and belief were necessary for the purposes of the audit. In $\underline{\mathbf{our}}$ opinion, proper books of account have been kept by the head office and the branches of the abovenamed $\underline{\mathbf{institution}}$ visited by $\underline{\mathbf{us}}$ so far as appears from $\underline{\mathbf{our}}$ examination of the books, and proper Returns adequate for the purposes of audit have been received from branches not visited by $\underline{\mathbf{us}}$, subject to the comments given below:

NIL

In <u>our</u> opinion and to the best of <u>our</u> information, and according to information given to \underline{us} , the said accounts give a true and fair view-

- (i) in the case of the balance sheet, of the state of affairs of the above named institution as at 31/03/2019 and
- (ii) in the case of the profit and loss account, of the profit or loss of its accounting year ending on $\underline{31/03/2019}$ The prescribed particulars are annexed hereto.

Place

BHUBANESWA

08/10/2018

R

Date

Name <u>BIBEKANANDA MOHANTY</u>

Membership Number

FRN (Firm Registration Number)

056264

310009

Address

310009E SRB & ASSOCIATES 5TH FL OOR IDCO TOWER JANPAT H, BHUBANESWAR

ANNEXURE Statement of particulars I. APPLICATION OF INCOME FOR CHARITABLE OR RELIGIOUS PURPOSES

1.	Amount of income of the previous year applied to	20235129
	charitable or religious purposes in India during that year (
	₹)	
2.	Whether the institution has exercised the option under	No
12.000	clause (2) of the Explanation to section 11(1)? If so, the	
	details of the amount of income deemed to have been	TEDAN' - A
-	applied to charitable or religious purposes in India during	See her his control of the second sec
	the previous year (₹)	WHAT WAS AND ASSESSMENT OF THE PARTY OF THE
3.	Amount of income accumulated or set apart for application	No.
	to charitable or religious purposes, to the extent it does not	
	exceed 15 per cent of the income derived from property	
	held under trust wholly for such purposes. (₹)	0.
4.	Amount of income eligible for exemption under section	No
1.	11(1)(c) (Give details)	
5.	Amount of income, in addition to the amount referred to	0
٥.	in item 3 above, accumulated or set apart for specified	
-	purposes under section 11(2) (₹)	
6.	Whether the amount of income mentioned in item 5 above	Not Applicable
0.	has been invested or deposited in the manner laid down in	
	section 11(2)(b)? If so, the details thereof.	
7.	Whether any part of the income in respect of which an	No
	option was exercised under clause (2) of the Explanation to	
	section 11(1) in any earlier year is deemed to be income of	
	the previous year under section 11(1B)? If so, the details	
	thereof (₹)	
8.	Whether, during the previous year, any part of income accur	mulated or set apart for specified purposes under section
0.	11(2) in any earlier year-	- Paris - Pari
	(a) has been applied for purposes other than charitable or	No
	religious purposes or has ceased to be accumulated or	
	set apart for application thereto, or	
	(b) has ceased to remain invested in any security referred	No
	to in section 11(2)(b)(i) or deposited in any account	-



ACKNOWLEDGEMENT OF RECEIPT OF FORM (Other Than ITR)

Name

CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE

PAN

AAECC7721R

Form No

10B

Assessment Year

2019-20

e-Filing Acknowledgement

Number

181043301280919

Date of e-Filing

28/09/2019

For and on behalf of, e-Filing Administrator

(This is a computer generated Acknowledgment Receipt and needs no signature)

Click to Print the Receipt

Click here to Close the window



5TH FLOOR, IDCO TOWER, JANAPATH, BHUBANESWAR - 751 022, ODISHA TEL: 0674 - 2541043, 2545880

FAX: 91-674 - 2546414 Email:srbbbsr@rediffmail.com

Independent Auditor's Report

JAJPUR ROAD - 06726-220345 NEW DELHI - 011-51601983 KOLKATA - 033-30930975

SECUNDERABAD - 040-27510739

To the Members of CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE

Report on the Standalone Financial Statements

Opinion

We have audited the standalone financial statements of **CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE.** ("The Company"), which comprise of the Balance Sheet as at 31st March 2019, and the statement of Income & Expenditure for the period ended on that date, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid standalone financial statements give the information required by the Companies Act, 2013 in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2019, its excess of expenditure over income for the period ended on that date.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.





Information Other than the Standalone Financial Statements and Auditor's Report Thereon

The Company's Board of Directors is responsible for the preparation of the other information. The other information comprises the information included in the Management Discussion and Analysis, Board's Report including Annexure to Board's Report, Business Responsibility Report, Corporate Governance and Shareholder's Information, but does not include the standalone financial statements and our auditor's report thereon.

Our opinion on the standalone financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the standalone financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the standalone financial statements or our knowledge obtained during the course of our audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information; we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Standalone Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these standalone financial statements that give a true and fair view of the financial position, financial performance, (changes in equity) and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the accounting Standards specified under section 133 of the Act. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give



SKB & Associates

a frue and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

Report on Other Legal and Regulatory Requirements

- 1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, is not applicable.
- 2. As required by Section 143(3) of the Act, we report that:
- (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
- (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.





(c) The Balance Sheet and the Statement of income and Expenditure dealt with by this Report are in agreement with the relevant books of account.

(d) In our opinion, the aforesaid standalone financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the

Companies (Accounts) Rules, 2014.

(e) On the basis of the written representations received from the directors as on 31st March, 2019 taken on record by the Board of Directors, none of the directors is disqualified

as on 31st March, 2019 from being appointed as a director in terms of Section 164(2) of

the Act.

(f) With respect to the adequacy of the internal financial controls over financial reporting

of the Company and the operating effectiveness of such controls, refer to our separate

report in "Annexure-A" and

(g) With respect to the other matters to be included in the Auditor's Report in accordance

with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the

best of our information and according to the explanations given to us:

I.The Company has disclosed the impact of pending litigations on its financial position in its

financial statements.

li.The Company did not have any long-term contracts including derivative contracts for

which there were any material foreseeable losses.

iii. There are no amounts which are required to be transferred to the Investor Education

and Protection Fund by the Company.

For SRB & Associates Chartered Accountants Firm Regn. No: 310009E

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K.P Swain Partner M.N-306323

Bhubaneswar 7th September 2019

UDIN: 19306323 AAAA BOM CRYR





Annexure "A" to the Independent Auditor's report of even date on the Standalone Financial Statements as at and for the year ended 31st March 2019 of CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

We have audited the internal financial controls over financial reporting of **CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE** ("the Company") as of 31st March, 2019 in conjunction with our audit of the standalone financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditors' Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls, both applicable to an audit of Internal Financial Controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.



Our addit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the standalone financial statements, whether

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system over financial reporting.

Meaning of Internal Financial Controls Over Financial Reporting

SRB & Associates

due to fraud or error.

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of standalone financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the standalone financial statements.

Inherent Limitations of Internal Financial Controls over Financial Reporting

Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future periods are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.





In our opinion, the Company has, in all material respects, an adequate internal financial controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at 31st March, 2019, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For SRB & Associates Chartered Accountants Firm Regn. No: 310009E

Bhubaneswar 7th September 2019 K.P Swain Partner M.N-306323



CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE

At-Alluri Nagar, PO-R. Sitapur, Uppalada, Parlakhemundi, Gajapati, Odisha

Incorporated under section 8 of Companies Act,2013 A company limited by share

Balance Sheet as at 31st March 2019

SL NO	PARTICULARS	NOTES	AS AT 31 MARCH 2019 (₹)	AS AT 31 MARCH 2018 (₹)
1	EQUITY AND LIABILITIES			
1	EQUITY AND LIABILITIES Shareholders' funds			
1			4 000 000 00	4 000 000 00
	(a) Share capital	2 3	1,000,000.00	1,000,000.00
2	(b) Reserves and surplus Non-current liabilities	3	797,304.47	7,224,159.36
2				
	(a) Long-term borrowings		2	
3	(b) Other long-term liabilities Current liabilities			
3			5 004 550 00	5 0 4 5 0 0 0 0 0
	(a) Short Term Borrowning	4	5,084,556.00	5,015,630.00
	(b) Trade Payble		817,556.00	478,849.00
	(c) Other current liabilities	5	522,074.00	659,467.00
	Total		8,221,490.47	14,378,105.36
II	ASSETS			
1	Non-current assets		2	
	(a) Fixed assets	6		
	(i) Tangible assets		7,588,876.96	8,255,749.50
	(ii) Intangible asset		84,229.00	69,830.00
	(iii) Capital work in progress		-	=
	(b) Long-term loans and advances		,	
	(c) Other non-current assets	7	7 =	-
2	Current assets	Seaton *	ADDRESS OF STREET STREET	
	(a) Cash and cash equivalents	8	161,071.51	5,334,194.86
	(b) Trade receivables		255,678.00	262,934.00
	(b) Short-term loans and advances		2,435.00	38,050.00
	(c) Other current assets	9	129,200.00	417,347.00
	Total Accompanying Notes forming part of		8,221,490.47	14,378,105.36

Accompanying Notes forming part of the financial statements

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For SRB & Associates

Chartered Accountants F.Regd. No.310009E

Lacuain

K.P SWAIN Partner

M. No.306323

Bhubaneswar 7th September 2019 For Centurion Science and Technology Enterpreneurship Faciliation Centre

Dr. M.K. Mishra

Director

Prof. D.N. Rao Director

CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE

At-Alluri Nagar, PO-R. Sitapur, Uppalada, Parlakhemundi, Gajapati, Odisha

Incorporated under section 8 of Companies Act,2013

A company limited by share

Statement of Income and Expenditure as at 31st march 2019

SL NO		NOTES		FOR THE YEAR ENDED MARCH 31,2019 (₹)	FOR THE YEAR ENDED MARCH 31,2018 (₹)
I)	INCOME				
	Revenue from operations	10		19,881,735.24	40,693,166.37
	Other income	11		353,394.00	975,102.00
	TOTAL INCOME			20,235,129.24	41,668,268.37
I)	EXPENDITURE				
	Employee benefits expenses	12		2,980,180.00	2,640,246.00
	Training Expenses	13		20,807,944.00	33,078,677.25
	Depreciation & Amortization expenses Less: Transferred from Captial Grants (Matching amount of depreciation on assets	6	1,502,516.46		
	acquired from captial grant)		(469,966.44)	1,032,550.01	259,339.70
	Other expenses	14		1,371,343.96	1,942,746.48
	TOTAL EXPENSES			26,192,017.97	37,921,009.43
	Surplus \(Deficit\)Before exceptional and extraordinary items and tax(I-II)			(5,956,888.73)	3,747,258.94
,	Exceptional items			•	-
	Surplus\(Deficit\) Before extraordinary items and tax(III-IV)			(5,956,888.73)	3,747,258.94
/I)	Extraordinary items			*	
/II)	Surplus\(Deficit) Before Tax(V-VI)			(5,956,888.73)	3,747,258.94
	TAX EXPENSES (a) Current tax		¥	1	1
	Surplus\(Deficit) for the period from continuing operations(VII-VIII)			(5,956,888.73)	3,747,258.94
(1)	Surplus\(Deficit) from discontinuing operations Tax expense of discontinuing operations Surplus\(Deficit) from Discontinuing operations			-	-
	(after tax) Surplus\(Deficit\) for the period			/E 05C 000 70\	0.747.050.01
/	- a. p.a.s.(Denote) for the period			(5,956,888.73)	3,747,258.94

Accompanying Notes forming part of the financial statements

For SRB & Associates Chartered Accountants F.Regd. No.310009E

K.P SWAIN Partner M. No.306323

Bhubaneswar 7th September 2019 For Centurion Science and Technology **Enterpreneurship Faciliation Centre**

Dr. M.K. Mishra

Director

Prof. D.N. Rao Director

Centurion Science & Technology Entrepreneurship Facilitation Centre

At-Alluri Nagar, Po-R. Sitapur, Uppalada, Parlakhemundi, Gajapati, Odisha-761211

Note-1

1. Corporate Information.

CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE is a Non-Profit making companydomiciled in India. The Companyengaged in improving the quality of life of the poor or otherwise underprivileged rural and urban people, by providing a complete range of financial and non-financial services so as to facilitate their growth and development into financially sustainable entities.

2. Basis of Accounting

These financial statements are prepared in accordance with Indian Generally Accepted Accounting Principles (GAAP) under the historical cost convention on accrual basis except for certain financial instruments which are measured at fair values. GAAP comprises mandatory Accounting standards as prescribed under Section 133 of the Companies Act., 2013, read With Rule 7 of the Companies (Accounting) Rules, 2014 the provisions of the Act (to the extent Notified) .Accounting policies have been consistently applied except where a newly issued Accounting standard is initially adopted or a revision to an existing accounting standard requires a change in the accounting policy hitherto in use.

SIGNIFICANT ACCOUNTING POLICIES

1. Revenue Recognition

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Any grant received is recognized as and when they are received.

2. Use of Estimates

The preparation of financial statements are in conformity with the generally accepted accounting principles which requires estimates and assumptions to be made, that affects the reported amounts of assets and liabilities on the date of financial statements and the reported amount of revenues and expenses during the reported period.



3. Tangible Fixed Assets

Fixed Assets are stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. The cost comprises purchase price, borrowing costs, if capitalization criteria are met and directly attributable cost of bringing the asset to its working condition for the intended use. Any subsidy/ reimbursement/ contribution received for installation and acquisition of any fixed assets is transferred to capital grant account.

Capital work- in progress is stated at cost if any.

Subsequent expenditure related to an item of fixed assets is added to its book value only if it increases the future benefits from the existing asset beyond its previously assessed standard of performance. All other expenses on existing fixed assets, including day-to-day repairs and maintenance expenditure and cost of replacing parts, are charged to the Statement of Income and Expenditure Account for the period during which such expenses are incurred.

4. Depreciation on fixed assets

Depreciation is provided on WDV Method over the period of assets after keeping 5% of cost as residual value and in the manner prescribed in the Companies Act, 2013. Depreciation on assets purchased/ acquired during the year is charged from the date of Purchase of the assets.

In respect of Addition/Deletion/Transfer of Fixed Assets depreciation is provided on proportionate basis for the period during which the assets are put to use in the company.

5. Intangible Assets

Intangible assets acquired separately are measured on initial recognition at cost. Following initial Recognition, intangible assets are carried at cost less accumulated amortization and accumulated Impairment losses, if any.

6. Capital Grant

Any amount received as capital grant/donations/contributions either from domestic source for construction of building and acquisition of assets for augmenting the objective of the company is transferred to Capital Grant Account. Matching amount of depreciation on grant asset transferred to Capital Grant Account.



NOTES FORMING PART OF ACCOUNTS

- 15. Provisions for taxation have not been made in accounts as the company has been registered under Section 12AA of the Income Tax Act 1961.
- 16. Related party Disclosure- As required by accounting Standard-18, "Related Party Disclosure"

Enterprise where there is significant influence (Where transaction Exist)

Particular of Related Party	Current Year	Previous Year
Centurion University of Technology & Management (Closing Balance)	50,84,556.00	50,15,630.00

17. Previous year figures have been re-grouped/re-arranged confirming to current year's presentation.

For SRB & Associates Chartered Accountants F.Regd. No.310009E

Kgwain

K.P Swain
Partner

M. No.306323

Bhubaneswar

Date:-07th September 2019

For Centurion Science and Technology Entrepreneurship Facilitation Centre

Dr. M.K. Mishra

Director

Prof. D.N. Rao Director

Notes to Financial Statement

Note No.2 : Share capital

PARTICULARS	AS AT 31 M	IARCH 2019	AS AT 31 MARCH 2018	
	NUMBERS		NUMBERS	
AUTHORISED				
Equity shares of I 10 each	100,000	1,000,000.00	100,000	1,000,000.00
ISSUED, SUBSCRIBED & FULLY PAID UP				
Equity shares of I 10 each	100,000	1,000,000.00	100,000	1,000,000.00
TOTAL	100,000	1,000,000.00	100,000	1,000,000.00

(a) Reconciliation of the number of shares and amount outstanding as at the beginning and at the end of the year.

PARTICULARS	AS AT 31 MARCH 2019		AS AT 31 MARCH 2018	
	NUMBERS		NUMBERS	
i) Shares outstanding at the beginning of the financial year.	100,000	1,000,000.00	10,000	100,000.00
ii)Bonus Shares Issued during the year	141	-	-	-
ii)Equity shares Issued during the year			90,000	900,000.00
OUTSTANDING AS AT THE END OF THE YEAR	100,000	1,000,000	100,000	1,000,000.00

(b) Details of shareholders holding more than 5% of the shares in the company

(b) Details of shareholders holding more than 5% of the sha	ires in the company			
PARTICULARS	AS AT 31	MARCH 2019	AS AT 31 MARCH 2018	
	NUMBERS	% OF HOLDING	NUMBERS	% OF HOLDING
Mukti Kanta Mishra	5,000	5%	5,000	5%
Dechiraju Narasimha Rao Centurion University of Technology &	5,000	5%	5,000	5%
Management(represented by Mr Mukti Kanta Mishra)	90,000	90%	90,000	0.90
TOTAL	100,000	100%	100,000	100%

Note No.3: Reserves and surplus

PARTICULARS	AS AT MARCH 31,2019	AS AT MARCH 31,2018
	(₹)	(₹)
Reserve and Surplus consist of		
a) <u>Capital Reserve</u>		
Grant in aid		
Grant from BMC	5,130,942.28	5,723,018.28
Grant others -	28,300.41	28,300.41
Grant from Mindtree	13,983.75	56,573.98
Less: Transferred from Captial Grants (Matching amount of depreciation on assets acquired from		
captial grant)	(469,966.44)	(634,666.52)
TOTAL	4,703,260.00	5,173,226.15
b) Surplus/ (Deficit)		
Excess of expenditure over income		
Opening balance	2,050,933.21	(1,696,325.74)
Surplus(Deficit) for the year	(5,956,888.73)	3,747,258.94
TOTAL	(3,905,955.53)	2,050,933.21
SUB TOTAL	797,304.47	7,224,159.36

Note No.4: Short Term Borrowings

	×	AS AT MARCH 31,2019 (₹)	AS AT MARCH 31,2018 (₹)
Interest Free borrowings (Unsecured)		5,084,556.00	5,015,630.00
	TOTAL	5,084,556.00	5,015,630.00

Note No.5: Other current liabilities

	AS AT MARCH 31,2019 (₹)	AS AT MARCH 31,2018 (₹)
Other Liabilities *	521,528.00	444,455.00
Statutory Dues Payable	546.00	215,012.00
TOTAL	522,074.00	659,467.00

^{*} Other Liabilites includes liabilities for expenses and salary wages payble .



3	AS AT MARCH 31,2019 (₹)	AS AT MARCH 31,2018 (₹)
Note 7:- Other Non Current Assets		
Preliminary Expenses	:- I	
Pre-operative Expenses		-
TOTAL	-	-

Note No.8: Cash and Bank balance

	AS AT MARCH 31,2019 (₹)	AS AT MARCH 31,2018 (₹)
Cash and cash equivalent		
Cash-in-hand	370.00	16,586.00
Balance with banks	-	_
-In saving bank account	160,701.51	5,317,608.86
TOTAL	161,071.51	5,334,194.86

Note No.9: Other Current Asset

	AS AT MARCH 31,2019 (₹)	AS AT MARCH 31,2018 (₹)
Deposits (Asset)		
Security Deposit	100,380.00	366,380.00
TDS Receivable	28,820.00	28,820.00
Prepaid Insurance	2	22,147.00
TOTAL	129,200.00	417,347.00



Notes to Financial Statement Note No.10: Revenue from Operation

Hote No. 10. Nevenue from Operation		
PARTICULARS	FOR THE YEAR ENDEED MARCH 31,2019 (₹)	FOR THE YEAR ENDEED MARCH 31,2018 (₹)
Training Income Grant & Donation	9,998,281.24 9,883,454.00	6,516,275.59 34,176,890.78
TOTAL	19,881,735.24	40,693,166.37

 Note No.11: Other Income

 PARTICULARS
 FOR THE YEAR ENDEED MARCH 31,2019
 FOR THE YEAR ENDEED MARCH 31,2018

 (₹)
 (₹)

 Miscellaneous income
 353,394.00
 975,102.00

 TOTAL
 353,394.00
 975,102.00

Note No.12:Employee benefits expenses		
PARTICULARS	FOR THE YEAR ENDEED MARCH 31,2019	FOR THE YEAR ENDEED MARCH 31,2018
	(₹)	(₹)
Salaries & Wages	2,980,180.00	2,640,246.00
TOTAL	2,980,180.00	2,640,246.00

PARTICULARS	FOR THE YEAR ENDEED MARCH 31,2019 (₹)	FOR THE YEAR ENDEED MARCH 31,2018 (₹)
Training Expenses Training Expenses	20.807,944.00	33,078,677.25
TOTAL	20,807,944.00	33,078,677.25

PARTICULARS	FOR THE YEAR ENDEED MARCH 31,2019	FOR THE YEAR ENDEED MARCH 31,2018	
	(₹)	(₹)	
Bank Charges	18,556.96	20,958.77	
Electricity Charges	281,725.00	382,631.00	
External Linkage/internet	8,984.00	71,308.00	
Legal & Consultancy	48,710.00	24,200.00	
Office Expenses	474,602.00	479,622.00	
Printing & Stationery	59,265.00	62,929.00	
Registration Charges	7,000.00	41,800.00	
Rent rate & taxes	15,850.00	16,000.00	
Repair & Maintenance	47,786.00	336,827.00	
Communication Related Expenses	39,615.00	7,159.00	
Travelling & conveyance	276,740.00	450,457.71	
Audit fee	26,550.00	26,550.00	
Insurance	65,960.00	22,304.00	
TOTAL	1,371,343.96	1,942,746.48	



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CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE Notes to financial statement

			GROSS	BLOCK			DEPRECIATION	TION		NETR	NETRIOCK
S.R	PARTICULARS	Balance as		Sale	Balance as	Upto	depreciation	Sale	depreciation	Closing	Closing
		on 01.04.2018	Additions	Transfer	C	31 03 2018	during the year	Transfor	0400 2000	90000	
) (h)				01.03.20.10	duling the year	Idilsie	up to Mar 2019	palance	palance
		(3)	(1)	(1)	(4)	(٤)	(2)	(٤)	(₹)	(≼)	(₹)
	A.TANGIBLE ASSETS									31.03.2019	31.03.2018
_	Building	1,348,633.00	1	1	1,348,633.00	244,588.57	104,884.22	1	349,472.79	999,160.21	1,104,044.00
2	Computer	348,249.00	7,150.00	1	355,399.00	80,326.74	170,741.51	1	251,068.25	104,330,75	267.922.00
က	Efectrical Installation	346,783.00	39,000.00	1	385,783.00	167,628.86	54,387.45	1	222.016.31	163,766,69	179 154 00
4	Furniture & Fixture	553,410.00	30,001.00	1	583,411.00	64,459.99	133,356.25	3	197.816.24	385,594.76	488,950,00
2	vehicle	95,200.00	144,088.00		239,288.00	81.45	30,568.51		30,649.96	208,638.04	95,119,00
9	Machine & Equipment	1,380,279.00	485,193.00	•	1,865,472.00	516,737.00	190,962.56	9	707,699,56	1,157,772,44	863,542,00
7	Office Equipment	840,467.00	103,310.00	r	943,777.00	206,444.27	320,747.85	1	527,192,12	416 584 88	634 023 00
	Category	4,913,021.00	808,742.00	•	5,721,763.00	1.280.266.90	1.005.648.35		2 285 915 25	3 435 847 75	3 632 754 00
	B. INTANGIBLE ASSETS				`.					2,000	0,000,0
-	Intangible Asset	130,500.00	41,300.00	-	171,800.00	60,669.52	26,901.66		87.571.00	84 229 00	69 830 00
		5,043,521.00	850,042.00		5.893.563.00	1.340.936.41	1 032 550 01		2 373 486 25	2 520 076 7E	2 702 584 00

					_	T					_
	NET BLOCK	Closing	balance	(2)	31.03.2018	4 390 163 50	784 00	34 502 00	185,014,00	12 532 00	A G
	NETB	Closing	balance	(≩)	31.03.2019	3.964.885.16	784 07	25 569 46	151,526,83	10.263.70	4 153 029 21
		depreciation	up to Mar 2019	(≧)		2.658.920.34	281 080 93	61.031.54	317,886.17	75,736.30	3 394 655 29
	TION	Sale	Transfer	(≩)		i	Î	Ü	î	1	
IN	DEPRECIATION	depreciation	during the year	(₹)		425,277.96		8,932.58	33,487.61	2,268.29	469,966,44
OF CAPITAL GRA		Upto	31.03.2018	(≼)		2,233,642.38	281,080.93	52,098.97	284,398.56	73,468.01	2.924.688.85
ASSETS ACQUIRED OUT OF CAPITAL GRANT		Balance as	on 31.03.2019	(₹)		6,623,805.50	281,865.00	86,601.00	469,413.00	86,000.00	7,547,684.50
ASSETS A	BLOCK	Sale	Transfer	(≩)		,	1	1	i	î	٠
	GROSS BLOCK		Additons	(₹)		1	1	1	•	1	
		Balance as	on 01.04.2018	(₹)		6,623,805.50	281,865.00	86,601.00	469,413.00	86,000.00	7,547,684.50
			PARTICULARS		TANGIBLE ASSETS	Building	Computer	Furniture & Fixture	Machine & Equipment	Vehicle	
			SI.No			_	2	က	4	2	



CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE Paralakhemundi

ASSESSMENT YEAR, 2018- 2019 PREVIOUS YEAR ENDED 31.03.2018

NOTE REGARDING COMPLIANCE OF SEC.11 OF THE INCOME TAX ACT.,1961

	INCOME			Amount (1)
	As per Statement of Income			20,235,129
Add:-	Capital Grant received during the year			-
	Un utilised Grant			-
		TOTAL	_	20,235,129
	Amount to be applied for Charitable purposes in Ir	<u>ıdia</u>		
	85% of the Income			17,199,860
	Amount not exceeding 15% of the Income,		_	3,035,269
			_	20,235,129
	Amount actually applied for Charitable purposes			
	As per Statement of Application of Income		20,235,129	
Add:-	Addition to Fixed Assets & Capital Work In Progress		850,042	
	Deficit as per Income & Expenditure Account		_	
Less:-	Surplus as per Income & Expenditure Account		(5,956,889)	
	Depreciation		1,502,516	
			_	25,539,544
	Amount accumulated U/s.11(2) for specific purpose		_	NIL
	1			
	Amount not exceeding 15% of the Income,			- "
	accumulated U/s.11 (1) (a)			
		TOTAL		-

Note: As more than 85% of the Income has been applied for charitable purpose provisions of **Sec 11** have been complied with. Hence the institute is entitled to exemption form tax U/S 11.



CENTURION SCIENCE AND TECHNOLOGY ENTERPRENEURSHIP FACILITATION CENTRE Paralakhemundi

ASSESSMENT YEAR, 2019-20 PREVIOUS YEAR ENDED 31.03.2019

NOTE REGARDING COMPLIANCE OF SEC.11 OF THE INCOME TAX ACT., 1961

TAT	-	0		100
IN	U	U	\mathbf{v}	E

Total Income as per Income & Expenditure Account

add: Capital Grant Received add: Un utilised grant received Amount (Rs.)

20,235,129.24

20,235,129.24

EXPENDITURE

Total expenditure as per income & Expenditure Account

26,192,017.97

521,528.00

Adjustment (Less)

1 Outstanding Expenses

2 Provision for doubtful loans 3 Prepaid expenses last years

4 Depreciation

5 Interest on term loan payble 6 TDS payble

22,147.00 1,032,550.01

1,576,225.01

Adjustment (ADD)

Opening outstanding Expenses

659,467.00

25,275,259.96

Adjustment (ADD)

1 Prepaid expenses

850,042.00 2 Fixed Asset

850042.00

659,467.00

26,125,301.96

Income

85%

20,235,129.24 17,199,859.85

Expenditure

26,125,301.96

up to 15%

U/S11(2) Accumulation

