

SBL INFRATECH LIMITED

CIN: L70102DL2015PLC283877

Registered Office: Shop No 160 1st Floor Vardhmaan Fourtune Mall GTK Ind Area
Landmark Hans Cinema Hall, Delhi - 110033

Corporate Office: C 1207 Prahladnagar Trade Centre Radio Mirchi Road
Vejalpur, Jivraj Park, Ahmadabad City, Gujarat, India, 380051

Email Id: info@sblinfra.com Website: www.sblinfra.com

Mobile No.: 9873732329 Phone No.: 011-46681551

To,

Date: 20th April, 2024

To, The Manager, BSE Limited Phiroze Jeejeebhoy Towers Dalal Street Mumbai-400001	Symbol: SBLI Scrip Code: 543366 ISIN: INE0DLM01024
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Subject: Outcome of the Board Meeting pursuant to Regulation 30 of SEBI (Listing Obligations & Disclosures Requirements) Regulations, 2015

Dear Sir/Madam,

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, this is to inform you that the Board of Directors of the Company SBL Infratech Limited at their Meeting held on **Saturday, 20th April, 2024** at the Registered Office of the Company situated at Shop No 160 1st Floor Vardhmaan Fourtune Mall, GTK Ind Area Landmark Hans Cinema Hall, Jahangir Puri A Block, Delhi, India, 110033 have considered and approved the following matters:

1. Considered and approved the alteration of objects of the company, subject to approval of shareholders;
2. Considered and approved the alteration of Articles of Associations of the Company, subject to approval of shareholders
3. To approve the notice of postal ballot of the Company.
4. Approve the Appointment of M/s. Vikas Verma & Associates, Company Secretaries having office at New Delhi as scrutinizer for conducting the postal ballot process.

Brief details of alteration of Object Clause in the Memorandum of Association ("MOA") of the Company and alteration of Object Clause in the Articles of Association ("MOA") of the Company as required under Regulation 30 read with Part A of the Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and vide SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 are annexed herewith as **Annexure – I and Annexure-II** respectively.

The meeting of the Board of Directors commenced at **04:00 P.M.** and concluded at **05:00 P.M.**

This is for your information and record.

Thanking you,
Yours Faithfully

For & On Behalf of
SBL Infratech Limited

ROHAN JAGDIPBHAI VORA
Director
DIN: 09815890

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Annexure-1

Summary of Alteration in the Memorandum of Association of the Company

Sl No.	Changes
A	<p>The existing Main Objects under Clause III (A) under the head “THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION” be altered by addition of following new Clause III (A) 5, 6 and 7 after 1, 2, 3 and 4 as under:</p> <p>5. To carry on the business of import, export, distribute, sale, purchase or deal in agriculture produce of all description like fruits, vegetable, seeds, organic products and herbal products and to do trading of the agri-commodities whether perishable or non- perishable and also do stocking of the same at their own premises or leased premises and promote & sell their own brand along with farmer produce and trade in all the products required for cultivation, harvesting, production and developments of seeds, vegetable, fruits and herbal items.</p> <p>6. To grow, produce, harvest raise or deal in agriculture produce and to set up processing unit, manufacturers, producers, processors, growers, fermentators, distillers, refiners, makers, inventors, convertors, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, bottlers, packers, movers, preservers, stockiest, agents, merchants, distributors, consignors, jobbers, brokers or otherwise deal in all kinds of fertilizers, manures, plant and animal foods, pesticides, insecticides, fungicides and all types of chemicals used in apiculture, pisciculture, sericulture, horticulture, poultry farming and animal husbandry.</p> <p>7. To carry on the business of planters, growers and cultivators of seeds, vegetable, fruits and herbs and to cultivate, grow, produce or deal in vegetable, fruits and herbs and to undertake the activities for its processing, preservation or storage with the installation for plant, machinery, cold storage, air conditioning, refrigeration and other equipment.</p>
B	<p>The existing Objects under Clause III (B) under the head “MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3(A)” be altered by addition of following new Clause III (B) 30 after 29 as under:</p> <p>30. To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company’s property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it, but the Company shall not do business of Banking as defined in the Banking Regulations Act, 1949.</p>

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Annexure-II Summary of Alteration in the Articles of Association of the Company

Sl No.	Changes
A	<p>The existing Articles be altered by addition of the following new Clauses 16,17, 18 and 19 under the head <i>BORROWING POWERS</i> after clause 15 as under:</p> <p>16. (1) Subject to clause (2) hereof the Directors may, from time to time at their discretion raise or borrow, or secure the repayment of any loan or advance taken by the Company. Any such moneys may be raised and the payment or repayment of such moneys maybe secured in such manner and upon such terms and conditions in all respects as the Directors may think fit and, in particular by promissory notes, or by opening current accounts or by receiving deposits and advances at interest, with or without security, or by the issue of debentures of debenture-stock of the Company charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being, or by mortgaging, charging or pledging any lands, buildings, machinery, plants, goods or other property and securities of the Company, or by such other means as to them may seem expedient.</p> <p>(2) The Board of Directors shall not, except with the consent of the Company in General Meeting, borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose. No debt by the Company in excess of limit imposed by this Article shall be valid or effectual unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by that Article has been exceeded.</p> <p>(3) Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company, shall be under the Control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.</p> <p>(4) Any such debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.</p> <p>(5) If any other offer is made to the public to subscribe for or purchase debentures the provisions of the said Act relating to a prospectus shall be complied with.</p> <p>(6) (i) Any such debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise, and on condition (with the consent of the Company in General Meeting) and they may have a right to allotment of or be convertible into shares of any denominations, and with any special privileges and conditions as to redemption (or being irredeemable), surrender, drawings, re-issue, attending at General Meeting of the Company, appointment of Directors, and otherwise, provided that no debentures, debenture-stock, bonds or other securities may be issued carrying voting rights.</p>

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	<p>(ii) The Company shall have power to re-issue redeemed debentures.</p> <p>(iii) A contract with the Company to take up and pay for any debentures of the Company may be enforced by a Deed for specific performance.</p> <p>(iv) The Company, shall within two months after the allotment of any of its shares, and six months after the allotment of any debentures or debenture-stock, and within one month after the application for the registration of the transfer of any shares, debentures or debenture-stock have completed and have ready for delivery the certificates of all shares, the debentures and the certification of all debenture-stock allotted or transferred, unless the conditions of issue of the shares, debentures of debenture-stock otherwise provide</p> <p>The expression “transfer” of the purpose of the sub clause means a transfer duly stamped, dated and otherwise valid, and does not include any transfer which the Company is for any reason entitled to refuse to register and does not register.</p> <p>(7) (i) A copy of any trust deed for securing any issue of debentures shall be forwarded to the holder of any such debentures or any member of the Company at his request and within seven days of the making thereof on payment of rupees fifty (Rs. 50/-);</p> <p>(ii) The Court may also, by order, direct that the copy required shall forthwith be sent to the person requiring it.</p> <p>(iii) The Trust Deed referred to in sub-clause (i) shall be open inspection by any member or debenture holder of the Company in the same manner, to the same extent, and on payment of the same fees, as if it were the register of members of the Company.</p> <p>17. If any uncalled capital of the Company is included in or charged by any mortgagor other security, the Directors may, by instrument under the Company’s seal, authorise the person in whose favour such mortgage or other security is executed, or any other person in trust for him to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to call shall mutatis mutandis apply to calls under such authority, and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently, and either to the exclusion of the Directors power or otherwise, and shall be assignable if expressed so to be.</p> <p>18. If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.</p> <p>19. The Company may exercise the power to keep foreign register of members or debenture holders or other security holders or beneficial owners residing outside India as provided in Section 88 of the Act.</p>
B	The existing Articles be altered by addition of the following new Clauses 20,21,22 and 23 after clause 19 under the head <i>MANAGING DIRECTORS</i> as under:

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20. Subject to the provisions of Section 196, 197, and 203 of the Act, the Directors may from time to time appoint one or more of their body to be Managing Director, Joint Managing Director or Managing Directors, Whole-time Director, Manager or Chief Executive Officer of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office but in any case not exceeding five years at a time and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

21. A managing Director or Joint Managing Director subject to the provisions contained in Article 184 shall not while he continues to hold that office be subject to retirement by rotation and he shall not be taken into account in determining the rotation of retirement of Directors or the number of Directors to retire but he shall, subject to the terms of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the Directors of the Company, and if he ceases to hold the office of Directors from any cause shall ipso facto and immediately cease to be Managing Director.

22. The remuneration of a Managing Director and Joint Managing Director shall from time to time be fixed by the Directors and may be by way of salary or commission or participating in profits or by way or all of those modes or in other forms shall be subject to the limitations prescribed in Section 197 of the Act.

23. The Directors may from time entrust to and upon a Managing Director or Joint Managing Director for the time being such of the powers exercisable under these Articles by the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers, unless and until otherwise determined a Managing Director may exercise all the power exercisable by the Directors, save such power as by the Act, or by these Articles shall be exercisable by the Directors themselves.