



05 July 2016

To,
The Manager - Listing
National Stock Exchange of India Ltd.
Exchange Plaza, Plot No. C/1, G Block,
Bandra-Kurla Complex, Bandra (E)
Mumbai - 400 051

To,
The Manager - Listing
BSE Ltd.
25th Floor, P.J. Towers, Dalal Street,
Mumbai - 400 001

Symbol : **AIL**

Scrip Code : **532309**

ALSTOM India Limited
(a GE Group Company)
L74140MH1992PLC068379


Sub.: Notice of the 24th Annual General Meeting of the Company

Dear Sir/Madam,

Pursuant to Regulation 30(3) & (6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed the Notice of the 24th Annual General Meeting of the Company scheduled to be held on Friday, 29 July 2016, at 10:30 a.m. at Rama Watumull Auditorium, Kishinchand Chellaram College, Dinshaw Wachha Road, Churchgate, Mumbai - 400 020.

This is for your information and records.

Thanking you,
Yours truly,
For **ALSTOM India Limited**


P.K. Puhar
Company Secretary cum Compliance Officer

Encl : A/a

Registered Office: The International, V
Floor, 16, Marine Lines Cross Road, No.
1, Off. Maharshi Karve Road,
Churchgate, Mumbai - 400 020 (India)

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Corporate Office: IHDP Building
Plot No. 7, Sector 127,
Noida - 201 301, Uttar Pradesh



NOTICE

NOTICE is hereby given that the 24th Annual General Meeting (AGM) of the Members of ALSTOM India Limited ('the Company') will be held on Friday, 29 July 2016, at 10:30 a.m. at Rama Watumull Auditorium, Kishinchand Chellaram College, Dinshaw Wachha Road, Churchgate, Mumbai – 400 020 to transact the following businesses:-

Ordinary Business:

1. To receive, consider and adopt:
 - a) the audited standalone financial statements of the Company for the financial year ended 31 March 2016, the Reports of the Board of Directors and Auditors thereon;
 - b) the audited consolidated financial statements for the financial year ended 31 March 2016.
2. To appoint a Director in place of Mr. Rathindra Nath Basu (DIN 01192973), who retires by rotation at this AGM, and being eligible, offers himself for re-appointment.
3. Appointment of M/s. B S R & Co LLP, Chartered Accountants (FRN – 101248W/W-100022) as Statutory Auditors of the Company and authorize the Board of Directors to fix their remuneration.

To consider and if thought fit, to pass, with or without modification(s), the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to the provisions of Section 139, 140, 142 and other applicable provisions, if any of the Companies Act, 2013 and the Companies (Audit & Auditors) Rules, 2014 ('the Act') (including any statutory modification(s) or re-enactment thereof, for the time being in force), M/s. B S R & Co LLP, Chartered Accountants (FRN – 101248W/W-100022) who have offered themselves for appointment and have confirmed their eligibility to be appointed as Auditors in terms of Section 141 of the Act, be and are hereby appointed as Statutory Auditors of the Company in place of M/s. S. N. Dhawan & Co., Chartered Accountants from the conclusion of this Annual General meeting until the conclusion of the 29th Annual General Meeting of the Company at a remuneration as may be decided by the Board of Directors of the Company.

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorised to do all acts and take all such steps as may be necessary, proper or expedient to give effect to the above resolution."

Special Business:

4. To consider and if thought fit, to pass, with or without modification(s), the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to the provisions of Section 148 and all other applicable provisions of the Companies Act, 2013 read with the Companies (Audit and Auditors) Rules, 2014 (including any statutory modification(s) or re-enactment thereof, for the time being in force), M/s. Shome & Banerjee, Cost Accountants (Firm Registration No. 000001), appointed as the Cost Auditors by the Board of Directors of ALSTOM India Limited ('the Company'), be paid the remuneration of ₹ 3,00,000/- (Rupees Three Lakhs only) plus applicable taxes and reimbursement of out of pocket expenses, to conduct the audit of the cost records of the Company for the financial year ending 31 March 2017.

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorised to do all acts and take all such steps as may be necessary, proper or expedient to give effect to the above resolution."
5. To consider and if thought fit, to pass, with or without modification(s), the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to the provisions of Section 152 and other applicable provisions of the Companies Act, 2013 ('the Act') read with the Companies (Appointment and Qualification of Directors) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force), Mr. Alain Christian Spohr (DIN: 03581607), who was appointed as an Additional Director of the Company by the Board of Directors with effect from 01 April 2016 and who holds office till the date of the Annual General Meeting and in respect of whom the Company has received a notice in writing from a member, pursuant to the provisions of Section 160 of the Act signifying his intention to propose the candidature of Mr. Alain Christian Spohr for the office of Director, be and is hereby appointed as a Director of the Company, liable to retire by rotation.

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorised to do all acts and take all such steps as may be necessary, proper or expedient to give effect to the above resolution.”

6. To consider and if thought fit, to pass, with or without modification(s), the following resolution as an Ordinary Resolution:

“RESOLVED THAT pursuant to the provisions of Sections 149, 152 read with Schedule IV and all other applicable provisions of the Companies Act, 2013 ('the Act') read with the Companies (Appointment and Qualification of Directors) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force) and Regulation 16(b) and 17 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015, Ms. Neera Saggi (DIN: 00501029), who was appointed as an Additional Independent Director of the Company by the Board of Directors with effect from 14 June 2016 and who holds office till the date of the Annual General Meeting, and in respect of whom the Company has received a notice in writing from a member, pursuant to the provisions of Section 160 of the Act signifying his intention to propose the candidature of Ms. Neera Saggi for the office of Director, be and is hereby appointed as an Independent Director of the Company to hold office for five consecutive years upto 13 June 2021, not liable to retire by rotation.

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorised to do all acts and take all such steps as may be necessary, proper or expedient to give effect to the above resolution.”

7. To consider and if thought fit, to pass, with or without modification(s), the following resolution as a Special Resolution:

“RESOLVED THAT pursuant to the provisions of Section 152 and other applicable provisions of the Companies Act, 2013 ('the Act') read with the Companies (Appointment and Qualification of Directors) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force), Mr. Ashok Ganesan (DIN: 07468130), who was appointed as an Additional Director of the Company by the Board of Directors with effect from 01 April 2016 and who holds office till the date of the Annual General Meeting and in respect of whom the Company has received a notice in writing from a member, pursuant to the provisions of Section 160 of the Act signifying his intention to propose the candidature of Mr. Ganesan for the office of Director, be and is hereby appointed as a Director of the Company.

RESOLVED FURTHER THAT pursuant to the provisions of Sections 196, 197, 203 and any other applicable provisions of the Act and the rules made thereunder (including any statutory modification(s) or re-enactment thereof), read with Schedule V to the Act and pursuant to applicable provisions of the Articles of Association of ALSTOM India Limited ('the Company') and subject to the approval of the Central Government, if required and such other recommendations, approvals, sanctions if and when necessary, desirable and expedient in law, Mr. Ashok Ganesan (DIN: 07468130) be and is hereby appointed as the Managing Director of the Company for a period of 3 (three) years with effect from 01 May 2016 up to 30 April 2019 on such terms and conditions as set out in the draft Appointment Agreement as laid before this meeting, which is hereby specifically approved and sanctioned, with liberty to the Board of Directors (hereinafter referred to as 'the Board' which term shall be deemed to include any Committee of the Board constituted to exercise its powers, including the powers conferred by this resolution) to alter, vary and modify the terms and conditions of the said appointment and/or agreement, in such manner as may be agreed upon by and between the Board and Mr. Ganesan within and in accordance with the limits prescribed in Schedule V to the Act or any amendment to the Schedule or the Act and if necessary as may be agreed to between the Board and Mr. Ganesan.

RESOLVED FURTHER THAT the remuneration payable to Mr. Ganesan as Managing Director shall not exceed the limits, if any, stipulated under the provisions of Section 197 and other applicable provisions, if any, of the Act read with Schedule V.

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all acts and take all such steps as may be necessary, proper or expedient to give effect to the above resolution.”

8. To consider and if thought fit, to pass, with or without modification(s), the following resolution as a Special Resolution:

“RESOLVED THAT pursuant to the provisions of Sections 196, 197, 203 and any other applicable provisions of the Companies Act, 2013 (the 'Act') and the rules made thereunder (including any statutory modification(s) or re-enactment thereof), read with Schedule V to the Act and pursuant to applicable Article of the Articles of Association of the Company and subject to the approval of the Central Government, if required and such other recommendations,



approvals, sanctions if and when necessary, desirable and expedient in law, consent of the members of the Company be and is hereby accorded for ratification of the appointment of Mr. Patrick Armand Prosper Ledermann (DIN: 05219344) as Managing Director of the Company with effect from 01 October 2015 up to 31 March 2016 on such terms and conditions including remuneration as set out in the Agreement as laid before this meeting, which is hereby specifically approved, sanctioned and ratified, with liberty to the Board of Directors (hereinafter referred to as 'the Board' which term shall be deemed to include any Committee of the Board constituted to exercise its powers, including the powers conferred by this resolution) to alter, vary and modify the terms and conditions of the said appointment and/or Agreement, in such manner as agreed upon by and between the Board of Directors and Mr. Ledermann within and in accordance with the limits prescribed in Schedule V to the Act or any amendment to the Schedule or the Act and if necessary, as may be agreed to between the Board and Mr. Ledermann.

RESOLVED FURTHER THAT the remuneration paid to Mr. Ledermann as Managing Director by way of salary, ex-gratia payment or commission, perquisites and other allowances, for the aforesaid period shall not exceed the limits, if any, stipulated under provisions of Section 197 and other applicable provisions, if any, of the Act.

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all acts and take all such steps as may be necessary, proper or expedient to give effect to the above resolution."

9. To consider and if thought fit, to pass, with or without modification(s), the following resolution as a Special Resolution:
- "RESOLVED THAT, pursuant to the provisions of Section 4 & 13 and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder ('the Act') and subject to the approval of the Registrar of Companies, Maharashtra and such other approvals, as may be required, the consent of the shareholders be and is hereby accorded to change the name of the Company from 'ALSTOM India Limited' to 'GE Power India Limited' or such other name as may be approved by the Registrar of Companies and the name of ALSTOM India Limited, wherever it appears in the Memorandum of Association, Articles of Association, official documents etc. be substituted by the new name GE Power India Limited in due course.

RESOLVED FURTHER THAT the Board of Directors be and is hereby authorised to do all acts and take all such steps, actions as may be necessary, proper or expedient to give effect to the above resolution."

10. To consider and if thought fit, to pass, with or without modification(s), the following resolution as an Ordinary Resolution:
- "RESOLVED THAT, pursuant to Regulation 23 of the SEBI (Listing Obligations and Disclosure Requirements), 2015 (erstwhile Clause 49(VII) of the Listing Agreement with the Stock Exchanges and other applicable provisions of law, if any, approval of members be and is hereby accorded to the Board of Directors (hereinafter referred to as 'the Board') of ALSTOM India Limited ('the Company') for entering into contract with the Dedicated Freight Corridor Corporation of India Limited ('DFCCIL') pertaining to the Bhaupur- Khurja section of the eastern dedicated freight corridor for an accepted contract amount of approximately ₹ 1,497 crores (Rupees one thousand four hundred ninety seven crores) ('Project') in consortium with ALSTOM Transport S.A. ('ATSA'), an ALSTOM Group Company (a related party till 01 November 2015) including execution of contracts, agreements with ATSA as may be required in this matter.

RESOLVED FURTHER THAT, the scope of the Company in the Project shall *inter-alia* be limited to the following:

- a) formation of a joint venture wherein the equity participation of the Company shall not exceed 5% of the paid-up equity share capital (not exceeding ₹ 80 Million) and that of ATSA would be 95% or more;
- b) ATSA and the Company would be jointly and severally liable in discharging all the obligations and liabilities as per the contract executed with DFCCIL and for the performance of the said contract awarded to the joint venture. ATSA to furnish an unconditional and irrevocable 'Deed of Indemnity' to the Company for any loss suffered / claim being made on the Company due to or arising out of or in respect of this contract.

RESOLVED FURTHER THAT all acts and deeds already done in the aforesaid matter by the Board of Directors of the Company be and are hereby ratified and consent of members be and is hereby accorded to the Board to finalise the terms and conditions as may be mutually agreed upon between the parties and execute such agreements, documents and writings and to do all acts, deeds and things as may be considered necessary, proper or expedient to give effect to the above resolution.

RESOLVED FURTHER THAT THE Board be and is hereby authorized to delegate all or any of the powers conferred on it by or under this Resolution to any Committee of Directors of the Company or any director(s)/officer(s) of the Company, as it may consider appropriate in order to give effect to the foregoing resolution.”

11. To consider and if thought fit, to pass, with or without modification(s), the following resolution as an Ordinary Resolution:

“RESOLVED THAT, pursuant to Regulation 23 of the SEBI (Listing Obligations and Disclosure Requirements), 2015 (erstwhile Clause 49(VII) of the Listing Agreement with the Stock Exchanges and other applicable provisions of law, if any, approval of members be and is hereby accorded to the Board of Directors (hereinafter referred to as ‘the Board’) of ALSTOM India Limited (‘the Company’) for the related party transactions entered into by the Company with ALSTOM T&D India Limited during the financial year 2015-16 as follows:

S. No.	Nature of Transaction	Amount (₹ in millions)
1.	Inter-Corporate Deposits given (including interest for FY 2015-16)	2,146.82
2.	Orders received	164.34
3.	Shared Services Charges paid	40.05
4.	Reimbursement of Expenses – Receipts	123.72
	Total	2,474.93

RESOLVED FURTHER THAT the acts and deeds already done by the Board in the aforesaid matter be and is hereby ratified and the Board is further authorised to finalise the terms and conditions as may be considered necessary, expedient or desirable and execute such agreements, documents and writings to give effect to the above resolution.

RESOLVED FURTHER THAT the Board be and is hereby authorized to delegate all or any of the powers conferred on it by or under this Resolution to any Committee of Directors of the Company or any director(s)/officer(s) of the Company as it may consider appropriate in order to give effect to the foregoing resolution.”

12. To consider and if thought fit, to pass, with or without modification(s), the following resolution as an Ordinary Resolution:

“RESOLVED THAT, pursuant to Section 188 and any other applicable provisions of the Companies Act, 2013 and the rules made thereunder and Regulation 23 of the SEBI (Listing Obligations and Disclosure Requirements), 2015 and other applicable provisions of law, if any, approval of members be and is hereby accorded to the Board of Directors (hereinafter referred to as ‘the Board’) of ALSTOM India Limited (‘the Company’) for entering into related party transactions in the financial year 2016-17 and onwards as specified below:

S. No.	Name of the Party	Nature of Transaction	Maximum Amount (₹ in million)
1.	GE Company(ies) which are direct / indirect holding entity of the Company leading up to the ultimate holding Company viz. General Electric Company, USA	Guarantees / Indemnities / Joint and Several Liability undertakings to be given by Parent Company in favour of ALSTOM India Limited	52,400
2.	ALSTOM Hydro, France	Purchase Orders received/ Purchase Orders placed/ Reimbursements (paid/ received), Tender Arrangements/ Guarantees / Indemnities / Joint and Several Liability undertakings	8,900
3.	ALSTOM T&D India Ltd.	Inter Corporate Deposits (ICDs) given/refunded, Interest on ICDs (accrued and paid), Purchase Orders received / Sales Orders received), Reimbursements (paid/ received)	3,500
4.	ALSTOM Power Systems SA	Purchase Orders received/ Purchase Orders placed, Reimbursements (paid/ received)	3,400
5.	ALSTOM Boilers France	Purchase Orders received / Sales Orders received for Boiler Pressure Parts	3,000



S. No.	Name of the Party	Nature of Transaction	Maximum Amount (₹ in million)
6.	ALSTOM Yenilenebilir Enerji A.S.	Tender Arrangements/ Guarantees / Indemnities / Joint and Several Liability undertakings	2,100
7.	ALSTOM Renewable Malaysia Sdn BHD	Tender Arrangements/ Guarantees / Indemnities / Joint and Several Liability undertakings	2,000
8.	ALSTOM Hydro China Co. Ltd., ALSTOM Energias Renovaveis Ltda and/or ALSTOM Hydro France	Tender Arrangements/ Guarantees / Indemnities / Joint and Several Liability undertakings	2,000

RESOLVED FURTHER THAT the Board be and is hereby authorised to finalise the terms and conditions as may be considered necessary, expedient or desirable and execute such agreements, documents and writings and to do all acts and take all such steps as may be necessary, proper or expedient to give effect to the above resolution.

RESOLVED FURTHER THAT THE Board be and is hereby authorized to delegate all or any of the powers conferred on it by or under this Resolution to any Committee of Directors of the Company or any director(s)/officer(s) of the Company, as it may consider appropriate in order to give effect to the foregoing resolution."

13. To consider and if thought fit, to pass, with or without modification(s), the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to the provisions of Section 20 and any other applicable provisions of the Companies Act, 2013 (the 'Act') and the rules made thereunder (including any statutory modification(s) or re-enactment thereof), consent of the members be and is hereby accorded for service of statutory documents to a member through a particular mode as may be requested by him/her to the Company on payment of a fee which shall not exceed the actual cost of dispatch and other incidental expenses incurred by the Company for sending the documents through that mode.

RESOLVED FURTHER THAT, the Board of Directors (which shall include any Committee of the Board or any officer authorized by the Board to exercise its powers conferred by this resolution) may waive recovery of such expenses incurred by the Company for sending the documents to the shareholder, if so deemed fit by it."

Place : Noida

Date : 14 June 2016

By Order of the Board of Directors

sd/-

Pradeepta Kumar Puhan
Company Secretary
(FCS No. 5138)

ALSTOM India Limited

(A GE Group Company)

CIN: L74140MH1992PLC068379

Registered Office:

'The International', V Floor,

16, Marine Lines Cross Road No. 1,

Off Maharshi karve Road,

Churchgate, Mumbai-400 020

NOTES:

1. **A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT ONE OR MORE PROXIES TO ATTEND AND VOTE INSTEAD OF HIMSELF AND A PROXY NEED NOT BE A MEMBER. PROXIES SHOULD BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY NOT LESS THAN 48 HOURS BEFORE THE COMMENCEMENT OF THE ANNUAL GENERAL MEETING ('Meeting').**
2. A person can act as a proxy on behalf of members not exceeding fifty in number and holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights. A Member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as a proxy and such person shall not act as proxy for any other person or shareholder.
3. Corporate members intending to send their authorised representatives to attend the Meeting are requested to send a certified copy of the Board Resolution authorising their representative to attend and vote on their behalf at the Meeting.
4. The Statement pursuant to Section 102(1) of the Companies Act, 2013 ('the Act') with respect to the special business set out in the Notice is annexed.
5. In accordance with the provisions of Regulation 36 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations'), the particulars of Directors who are proposed to be appointed/re-appointed are given in the Corporate Governance Report, which forms part of this Annual Report. The Directors have furnished the requisite consents/declarations for their appointment/re-appointment.
6. The Register of Members and the Transfer Books of the Company will remain closed from 23 July 2016 to 29 July 2016 (both days inclusive) for the Meeting.
7. Members holding shares in physical form are requested to intimate, indicating their respective folio number, the change of their addresses, the change of Bank Accounts, etc. to M/s. Karvy Computershare Private Limited ('Karvy'), Karvy Selenium Tower B, Plot No. 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad – 500032, Telangana, the Registrar and Transfer Agents of the Company, while members holding shares in electronic form may write to their respective Depository Participant for immediate updation, so as to enable the Company to send Statutory documents to the correct address.
8. Members who hold shares under more than one folio in name(s) in the same order are requested to send the relevant share certificate(s) to Karvy for consolidating the holdings into one account. Karvy will return the share certificate(s) after consolidation.
9. Members/Proxies should bring the attendance slip duly filled in, for attending the Meeting. The attendance slip is enclosed with this Annual Report.
10. Unclaimed dividend for the following financial years is lying in the Unclaimed Dividend Account of the Company and shall become eligible for transfer to the Investor Education and Protection Fund on the dates mentioned herein below:

Year	Due Date for transfer to IEPF
2008-09	30 August 2016
2009-10	27 August 2017
2010-11	14 August 2018
2011-12	01 September 2019
2012-13	05 September 2020
2013-14	31 August 2021
2014-15	28 August 2022

Unclaimed dividend for the years prior to and including the financial year 2007-08 has been transferred to the General Revenue Account of the Central Government / the Investor Education and Protection Fund established by the Central Government (IEPF), as applicable. The details of unclaimed amounts for the aforementioned seven



years along with their respective due dates for transfer to IEPF are posted on the website of the Company for the information of shareholders. The shareholders are requested to kindly check their dividend entitlement and those who have not yet encashed/claimed their dividend for the aforesaid years, may write to the Company or to Karvy in this regard.

11. Queries on accounts and operations of the Company, if any, may please be sent to the attention of the Company Secretary seven days in advance of the Meeting so that the answers may be made available at the Meeting.
12. The Register of Contracts or Arrangements in which Directors are interested, maintained under Section 189 of the Act and the Register of Directors and Key Managerial Personnel and their shareholding, maintained under Section 170 of the Act, will be available for inspection by the members at the Meeting.
13. Members can avail of the Nomination facility by filing Form 2B with the Company or its Karvy, its Registrar. Blank forms will be supplied on request. In case the shares are held in dematerialization form, the nomination has to be lodged with their Depository Participant (DP).
14. Members are requested to bring their copy of the Annual Report to the Meeting. Electronic copy of the Annual Report for 2015-16 and attendance slip is being sent to all the members whose email IDs are registered with the Company/ Depository Participant(s) for communication purposes unless any member has requested for a physical copy of the same. For members who have not registered their email address, physical copy of the Annual Report for 2015-16 and attendance slip is being sent through the permitted mode.
15. Members are informed that in case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote.
16. The Securities and Exchange Board of India (SEBI) has mandated the submission of Permanent Account Number (PAN) by every participant in securities market. Members holding shares in electronic form are, therefore, requested to submit the PAN to their Depository Participants with whom they are maintaining their demat accounts. Members holding shares in physical form can submit their PAN details to the Company / Karvy.
17. All the documents referred to in the accompanying notice and Register of Directors' Shareholding will be available for inspection at the registered office of the Company on all working days between 11.00 am to 1.00 pm up to the date of Meeting.

18. **Voting through electronic means:**

In compliance with provisions of Section 108 of the Act and Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended from time to time), Regulation 44 of the Listing Regulations and Secretarial Standard - 2 on general meetings issued by the ICSI, the Company is pleased to provide its members the facility to exercise their right to vote at the 24th AGM by electronic means from a place other than the venue of the Annual General Meeting ('remote e-voting').

For this purpose, the Company has availed the e-Voting Services provided by Karvy. The complete details of instructions for e-voting are annexed to this notice.

The facility for voting through Instapoll / ballot paper shall also be available at the meeting and the members attending the meeting who have not casted their vote through remote e-voting shall be able to cast their vote at the Meeting. Members who would have already cast their vote through remote e-voting shall be entitled to attend the Meeting but shall not have the right to vote again.

Annexure to Notice

Item No. 3

This is not a statement under Section 102(1) of the Companies Act, 2013 which is applicable only for special business.

The shareholders of the Company had appointed M/s. S. N. Dhawan & Co., Chartered Accountants (FRN – 000050N) as Statutory Auditors of the Company at the 22nd Annual General Meeting (AGM) of the Company to hold office from the

conclusion of 22nd AGM to the conclusion of the fourth consecutive AGM (subject to ratification of appointment by the members at every AGM). M/s. S. N. Dhawan & Co. have intimated that they will not be able to continue as the Statutory Auditors of the Company from the conclusion of the ensuing AGM, thereby requested for not being considered for re-appointment as the Statutory Auditors of the Company.

The Company has received a letter from M/s. B S R & Co LLP, Chartered Accountants (FRN – 101248W/W-100022) conveying their willingness to act as Statutory Auditors of the Company. They have also intimated that the appointment, if made at the ensuing AGM, will be in accordance with the provisions of Section 139 and 141 of the Companies Act, 2013.

The Company has received a Special Notice under Section 140(4) of the Companies Act, 2013, from a member of the Company proposing the appointment of M/s. B S R & Co LLP, Chartered Accountants as the Statutory Auditors of the Company, to hold office from the conclusion of this AGM until the conclusion of the 29th AGM of the Company.

Your Directors propose the resolution as set out in Item No. 3 above for the approval of members as an ordinary resolution.

None of the Directors / Key Managerial Personnel of the Company / their relatives is, in any way, concerned or interested, financially or otherwise, in this resolution.

Statement pursuant to Section 102(1) of the Companies Act, 2013

Item No. 4

The Board, on the recommendation of the Audit Committee, has approved the appointment and remuneration of M/s. Shome & Banerjee, Cost Accountants (Firm Registration No. 000001) (Cost Auditors) to conduct the audit of the cost records of the Company for the financial year ending 31 March 2017 at a remuneration of ₹ 3,00,000/- (Rupees Three Lakhs only) plus applicable taxes and reimbursement of out of pocket expenses. In accordance with the provisions of Section 148 of the Companies Act, 2013 read with the Companies (Audit and Auditors) Rules, 2014, the remuneration payable to the Cost Auditors is required to be ratified by the shareholders of the Company at the AGM.

Accordingly, your Directors propose the resolution as set out in Item No. 4 above for the approval of members as an ordinary resolution.

None of the Directors / Key Managerial Personnel of the Company / their relatives is, in any way, concerned or interested, financially or otherwise, in this resolution.

Item No. 5

The Board had appointed Mr. Alain Christian Spohr (DIN: 03581607) as an Additional Director with effect from 01 April 2016, pursuant to Article 153 of the Articles of Association of the Company read with Section 161 of the Companies Act, 2013 and the rules made thereunder ('the Act').

Pursuant to the provisions of Section 161 of the Act, Mr. Spohr shall hold office up to the date of the ensuing AGM. The Company has received notice in writing under the provisions of Section 160 of the Act from a member along with the requisite deposit proposing the candidature of Mr. Spohr for the office of Director of the Company, liable to retire by rotation. The Company has received from Mr. Spohr (i) consent in writing to act as Director in Form DIR-2 pursuant to Rule 8 of Companies (Appointment and Qualification of Directors) Rules, 2014; and (ii) intimation in Form DIR-8 in terms of Companies (Appointment and Qualification of Directors) Rules, 2014, to the effect that he is not disqualified under sub-section (2) of Section 164 of the Act.

Brief resume of Mr. Spohr, nature of his expertise in specific functional areas and other directorships and Committee memberships / chairmanships, if any, and shareholding and relationships between directors *inter-se* as stipulated under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') has been provided in the Corporate Governance Report forming part of the Annual Report.

The Board considers that the appointment of Mr. Spohr as a Director of the Company would be of immense benefit to the Company. Accordingly, your Directors recommend his appointment as a Director of the Company who shall be liable to retire by rotation.

None of the Directors / Key Managerial Personnel of the Company / their relatives except Mr. Alain Christian Spohr, to whom the resolution relates, is in any way, concerned or interested, financially or otherwise, in this resolution.

Item No. 6

The Board had appointed Ms. Neera Saggi (DIN: 00501029) as an Additional Independent (Woman) Director with effect from 14 June 2016, pursuant to Article 153 of the Articles of Association of the Company read with Section 149 and 161 of the Companies Act, 2013 and the rules made thereunder ('the Act').

Pursuant to the provisions of Section 161 of the Act, Ms. Saggi shall hold office up to the date of the ensuing AGM. The Company has received notice in writing under the provisions of Section 160 of the Act from a member along with requisite deposit proposing the candidature of Ms. Saggi for the office of Director of the Company. The Company has received from Ms. Saggi (i) consent in writing to act as Director in Form DIR-2 pursuant to Rule 8 of Companies (Appointment and Qualification of Directors) Rules, 2014; (ii) intimation in Form DIR-8 in terms of Companies (Appointment and Qualification of Directors) Rules, 2014, to the effect that she is not disqualified under sub-section (2) of Section 164 of the Act and (iii) Declaration of Independence in terms of Section 149(7) of the Act and the Listing Regulations.

Brief resume of Ms. Neera Saggi, nature of her expertise in specific functional areas and other directorships and Committee memberships / chairmanships, if any, and shareholding and relationships between directors *inter-se* as stipulated under the Listing Regulations has been provided in the Corporate Governance Report forming part of the Annual Report.

The Board considers that the appointment of Ms. Saggi as an Independent (Woman) Director of the Company would be of immense benefit to the Company. In the opinion of the Board, Ms. Saggi fulfils the conditions specified in the Act and Listing Regulations for her appointment as an Independent Director of the Company and is independent of the management. Copy of the draft letter for appointment of Ms. Saggi as an Independent Director setting out the terms and conditions is available for inspection by members at the Registered Office of the Company.

Accordingly, the Board recommends her appointment as an Independent Director of the Company till 13 June 2021, who shall not be liable to retire by rotation.

None of the Directors / Key Managerial Personnel of the Company / their relatives except Ms. Neera Saggi, to whom the resolution relates, is in any way, concerned or interested, financially or otherwise, in this resolution.

Item No. 7

The Board had appointed Mr. Ashok Ganesan (DIN: 07468130) as an Additional Director with effect from 01 April 2016, pursuant to Article 153 of the Articles of Association of the Company read with Section 161 of the Companies Act, 2013 and the rules made thereunder ('the Act'). Further, on the recommendation of Nomination and Remuneration Committee, the Board had appointed Mr. Ganesan as the Managing Director of the Company with effect from 01 May 2016, subject to necessary approvals.

Pursuant to the provisions of Section 161 of the Act, Mr. Ganesan shall hold office as a Director up to the date of the ensuing AGM. The Company has received notice in writing under the provisions of Section 160 of the Act from a member along with the requisite deposit proposing the candidature of Mr. Ganesan for the office of Director of the Company.

The draft Agreement between the Company and Mr. Ganesan inter-alia contains the following terms and conditions:

1. Mr. Ganesan shall, during the term of this Agreement well and faithfully discharge his duties as Managing Director and shall use his best endeavours to promote the interest and welfare of the Company.
2. Mr. Ganesan shall serve the Company as its Managing Director for a period of three years from 01 May 2016 to 30 April 2019 in accordance with Sections 196, 197, 203 and any other applicable provisions of the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment thereof), read with Schedule V to the Companies Act, 2013 (the 'Act').
3. The Board of Directors of the Company (the Board) may delegate some of its powers to the Managing Director and Mr. Ganesan shall discharge his duties faithfully. Mr. Ganesan shall have the management of whole of the affairs of the Company with inter alia the power to appoint and dismiss employees of the Company, to enter into contracts on behalf of the Company in the ordinary course of business and to do and perform all other acts and things, which in

the ordinary course of business, he may consider necessary or proper or in the interest of the Company.

4. During his tenure as the Managing Director of the Company, Mr. Ganesan shall use his best endeavours to promote the interest and welfare of the Company.
5. During his tenure as a Managing Director, he shall be paid remuneration by way of salary, ex-gratia payment or commission, perquisites and other allowances, which shall not exceed the limits stipulated under provisions of Section 197 read with Schedule V and other applicable provisions, if any, of the Act.
6. No remuneration shall be paid to Mr. Ganesan by the Company towards his appointment as the Managing Director. Actual business related expenses like travel, telephone, boarding and lodging etc. incurred in relation to the services provided by Mr. Ganesan shall be borne by the Company. Without limiting the aforesaid, Mr. Ganesan shall be entitled to be reimbursed the following: Entertainment expenses actually and properly incurred by him in the course of the business of the Company in accordance with the rules and regulations of the Company in force from time to time or as may be approved by the Board of Directors; Expenses on telephone, traveling, hotel and other expenses incurred by him in India and abroad exclusively on the business of the Company in accordance with the rules and regulations of the Company in force from time to time or as approved by the Board of Directors. He may nominate a person to accompany him while travelling outside India and the actual and reasonable expenses incurred by such nominee in respect of traveling, hotel and other expenses shall be reimbursed by the Company.
7. As long as Mr. Ganesan functions as the Managing Director he shall not be paid any sitting fees for attending the meeting of the Board of Directors or any Committee thereof.
8. As long as Mr. Ganesan functions as Managing Director, he shall not be subject to retirement from the board by rotation.
9. During his tenure as Managing Director of the Company, Mr. Ganesan shall continue to remain an employee of GEII, USA, a GE Group Company in the USA. He will receive his remuneration from GEII, in accordance with the policies of GEII (including benefits under any Stock Option Scheme(s), Stock Attribution Scheme(s), Share purchase Scheme(s), Share Preferential Allotment Scheme(s) and such other similar scheme(s) as per the policies of GEII).
10. Mr. Ganesan is the Region General Manager, India for the Power Services business vertical of the GE Group. The functions of Mr. Ganesan for the said business vertical shall be complementary to his role as the Managing Director of the Company. He will not hold the office of key managerial personnel in any other company. During his tenure as the Managing Director of AIL, Mr. Ganesan's engagement with the company will be whole time in nature.
11. Mr. Ganesan shall not, during the term of this Agreement with the Company, engage himself either directly or indirectly or be interested in any capacity whatsoever or render assistance to, any firm, Company or persons whatsoever whether a manufacturer, dealer or trader in goods or products which are of the same or similar kind and nature as those of the Company, except for GE Group Companies or as otherwise specified in the Agreement.
12. Mr. Ganesan shall not during his appointment as the Managing Director of the Company or at any time thereafter divulge or disclose to any person whomsoever or make any use whatsoever for his own purpose or for any purpose other than that of the Company any information or knowledge obtained by him during his engagement with the Company as to the business or affairs of the Company or its methods or as to any trade secrets or secret processes of the Company and Mr. Ganesan shall, during the continuance of his engagement with the Company hereunder, also use his best endeavours to prevent any other person from so doing; PROVIDED HOWEVER that where such divulgence or disclosure by Mr. Ganesan is required in furtherance of legitimate purposes, performance of duties or discharge of legal obligations the same shall not be deemed to be a contravention of this clause.
13. If Mr. Ganesan shall at any time be prevented by ill-health or accident or any physical or mental disability from performing his duties hereunder, he shall inform the Company and supply with such details as it may be reasonably required, and if he is unable by reason of ill-health or accident or disability for a period of 180 days in any period of twelve consecutive calendar months, to perform his duties hereunder, the Company may forthwith terminate his appointment hereunder.
14. The Company shall be entitled to terminate Mr. Ganesan's appointment as Managing Director and/or his office as Director forthwith, if he becomes insolvent or makes any composition or arrangement with his creditors or ceases to be Director or a Managing Director of the Company or ceases to be an employee of GEII, USA.
15. If Mr. Ganesan is guilty of inattention to or negligence in the conduct of the business of the Company or any other act or omission inconsistent with his duties as the Managing Director or any breach of this Agreement, which, in the



opinion of the Board, renders his retirement from office of Managing Director desirable, the Company may, by giving not less than 90 days' notice in writing to Mr. Ganesan, determine this Agreement and upon the expiration of such notice Mr. Ganesan shall cease to be a Director of the Company.

16. Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled to terminate the Agreement at any time by giving to the other party 90 days' notice in writing in that behalf, without the necessity of showing any cause and on the expiry of the period of such notice this Agreement shall stand determined and in view thereof and as a consequence of such termination by notice, Mr. Ganesan shall cease to be the Managing Director of the Company.
17. The Company has the right to cancel this Agreement without notice for Due cause. 'Due Cause' for dismissal without notice is an event such as serious or repeated violations of contractual obligations, guidelines or instructions; intentionally or negligently causing damage or injury; any behavior that seriously damages the Company's reputation; or serious offence against local laws.
18. The terms and conditions of the said appointment and/or Agreement may be altered and varied from time to time by the Board as may be permissible as it deems fit, subject to the provision of the Act, or any re-enactment or any amendments or modification thereto.

Brief resume of Mr. Ganesan, nature of his expertise in specific functional areas and other directorships and Committee memberships / chairmanships, if any, and shareholding and relationships between directors inter-se as stipulated under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') has been provided in the Corporate Governance Report forming part of the Annual Report.

The Board considers that the appointment of Mr. Ganesan as a Managing Director of the Company would be of immense benefit to the Company. Accordingly, the Board recommends his appointment as a Managing Director of the Company for a period of three (3) years from 01 May 2016 to 30 April 2019.

None of the Directors / Key Managerial Personnel of the Company / their relatives except Mr. Ashok Ganesan, to whom the resolution relates, is in any way, concerned or interested, financially or otherwise, in this resolution.

Item No. 8

Mr. Patrick Armand Prosper Ledermann (DIN: 05219344) was appointed as Managing Director of the Company for a period of three years with effect from 01 October 2012 up to 30 September 2015. Pursuant to the terms of appointment, the tenure of office of Mr. Ledermann ended on 30 September 2015. Hence, on the recommendation of Nomination and Remuneration Committee, the Board had re-appointed Mr. Ledermann as the Managing Director of the Company for a further period of one year with effect from 01 October 2015 to 30 September 2016 on same terms and conditions, subject to necessary approvals.

Further, Mr. Ledermann resigned from the post of Director and Managing Director of the Company with effect from 01 April 2016, in view of other responsibilities.

The Agreement between the Company and Mr. Ledermann inter-alia contains the following terms and conditions:

1. Mr. Ledermann shall be subject to the General Regulations of Employment of the Company as well as other instructions or directives issued by the Company valid during the term of this Agreement, unless altered or amended by this Agreement well and faithfully serve the Company as Vice-Chairman & Managing Director with location at Noida, India shall use his best endeavours to promote the interest and welfare of the Company. The Company reserves the right to assign Mr. Ledermann different work as required in accordance with capabilities.
2. The Company shall employ Mr. Patrick Ledermann and Mr. Patrick Ledermann shall serve the Company as its Vice Chairman & Managing Director for a period of one year from 01 October 2015 to 30 September 2016 in accordance with Sections 196, 197, 203 and any other applicable provisions of the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment thereof), read with Schedule V to the Companies Act, 2013 (the 'Act') subject to employment being determined in pursuance to any of the provisions of this Agreement.
3. In respect of such orders and directions as may from time to time be given to him by the Board of Directors of the Company (the Board), all such orders and directions Mr. Patrick Ledermann shall, promptly and faithfully obey, observe and comply with in all respects and subject also to such restrictions as the Board may in its sole and uncontrolled discretion from time to time impose on him. Mr. Patrick Ledermann shall have the management of

whole of the affairs of the Company with power to appoint and dismiss employees of the Company, to enter into contracts on behalf of the Company in the ordinary course of business and to do and perform all other acts and things, which in the ordinary course of business, he may consider necessary or proper or in the interest of the Company.

4. During his employment under this Agreement, Mr. Patrick Ledermann shall use his best endeavours to promote the interest and welfare of the Company.
5. During the period of his employment, Mr. Patrick Ledermann shall whenever required by the Company undertake such travelling in India and elsewhere as the Board may from time to time direct in connection with or in relation to the business of the Company. The Company shall in consideration of the performance of his duties, pay to Mr. Patrick Ledermann during the continuance of this Agreement, the following remuneration:-

- a) Basic Salary of ₹ 9,97,728 (Nine lacs Ninety Seven thousand Seven Hundred and Twenty Eight) per month;
- b) Annual performance bonus as per the rules of the Company

The annual increment will be in accordance with the rules of the Company.

In addition to salary and bonus, the following perquisites shall be allowed to Mr. Patrick Ledermann.

- (i) Housing: Mr. Patrick Ledermann shall be entitled for a free furnished accommodation with security.
- (ii) Allowances as per Company rules as applicable to Mr. Ledermann.
- (iii) Coverage for self under CIGNA mediclaim policy including other benefits as may be applicable as per policy rules.
- (iv) Fees of clubs subject to a maximum of one club.
- (v) Group Personal Accident Insurance as per the Rules of the Company.
- (vi) Provision of a car with driver for business as well as personal purposes.
- (vii) Communication facilities.

Perquisites shall be evaluated as per the Income Tax Rules, wherever applicable, and in the absence of any such rules, perquisites shall be evaluated at actual cost.

6. Mr. Patrick Ledermann shall also be paid the following perquisites which shall not be included in the computation of the ceiling on the remuneration in the event the Company has no profit or its profits are inadequate in any financial year during the aforesaid period.
 - Earned/Privilege Leave including encashment of accumulated leave on repatriation as per rules of the Company.
 - Notwithstanding anything herein above, where in any financial year, during the currency of his tenure as Vice-Chairman & Managing Director, the Company has no profits or its profits are inadequate, the Company will pay the aforesaid remuneration by way of salary, perquisites and other allowances as minimum remuneration subject to the approval of the Central Government, if and when necessary and the difference between the aforesaid minimum remuneration and minimum remuneration as specified in Schedule V to the Act, shall be paid after receipt of the Central Government approval based on such recommendations as may be statutorily required.
7. In the event of any statutory amendment or modifications or relaxation by the Central Government to Schedule V to the Act, or any re-enactment thereof, the terms and conditions of the said re-appointment and/or the Agreement may be altered, modified, amended or varied, from time to time by the Board of Directors as it may, in its discretion, deem fit, so as not to exceed the limits specified in Schedule V to the Act or any re-enactment or amendments or modifications thereto.
8. Mr. Patrick Ledermann shall be entitled to:
 - (a) the reimbursement of entertainment expenses actually and properly incurred by him in the course of the business of the Company in accordance with the rules and regulations of the Company in force from time to time or as may be approved by the Board of Directors; and



- (b) the reimbursement of traveling, hotel and other expenses incurred by him in India and abroad exclusively on the business of the Company in accordance with the rules and regulations of the Company in force from time to time or as approved by the Board of Directors. He may nominate a person to accompany him while travelling outside India and the actual and reasonable expenses incurred by such nominee in respect of traveling, hotel and other expenses shall be reimbursed by the Company.
9. As long as Mr. Patrick Ledermann functions as the Vice Chairman & Managing Director he shall not be paid any sitting fees for attending the meeting of the Board of Directors or Committee thereof.
 10. Mr. Patrick Ledermann shall be entitled to benefit under Stock Option Scheme(s), Stock Attribution Scheme(s), Share purchase Scheme(s), Share Preferential Allotment Scheme(s) and such other similar scheme(s) by the company or ALSTOM, France as may be announced from time to time.
 11. As long as Mr. Patrick Ledermann functions as Vice Chairman & Managing Director, he shall not be subject to retirement by rotation.
 12. Mr. Patrick Ledermann shall not, during the term of this Agreement with the Company, engage himself either directly or indirectly or be interested in any capacity whatsoever or render assistance to any firm, Company or persons whatsoever whether a manufacturer, dealer or trader in goods or products which are of the same or similar kind and nature as those of the Company.
 13. As long as Mr. Patrick Ledermann, functions as Vice Chairman & Managing Director, he shall not become interested or otherwise concerned directly or through his wife and/or minor children, in any selling agency of the Company in future without the prior approval of the Central Government.
 14. Mr. Patrick Ledermann shall not during the continuance of his employment with the Company or at any time thereafter divulge or disclose to any person whomsoever or to make any use whatsoever for his own purpose or for any purpose other than that of the Company any information or knowledge obtained by him during his employment as to the business or affairs of the Company or its methods or as to any trade secrets or secret processes of the Company and Mr. Patrick Ledermann shall during the continuance of his employment hereunder also use his best endeavours to prevent any other person from so doing PROVIDED HOWEVER that such divulgence or disclosure by Mr. Patrick Ledermann to officers and employees of the Company for the purpose of business of the Company shall not be deemed to be a contravention of this Clause.
 15. If Mr. Patrick Ledermann shall at any time be prevented by ill-health or accident or any physical or mental disability from performing his duties hereunder, he shall inform the Company and supply with such details as it may be reasonably required, and if he shall be unable by reason of ill-health or accident or disability for a period of 180 days in any period of twelve consecutive calendar months, to perform his duties hereunder, the Company may forthwith terminate his employment hereunder.
 16. The Company shall be entitled to terminate Mr. Patrick Ledermann employment as Vice Chairman & Managing Director and/or his office as Director forthwith, if he becomes insolvent or makes any composition or arrangement with his creditors or ceases to be Director or a Managing Director of the Company.
 17. In the event of Mr. Patrick Ledermann's death in the course of his employment with the Company, the Company shall pay to his legal representatives the salary and other emoluments payable hereunder for the then current month together with any such further sum as the Board in its sole and uncontrolled discretion may determine.
 18. If Mr. Patrick Ledermann is guilty of inattention to or negligence in the conduct of the business or any other act or omission inconsistent with his duties as the Vice Chairman & Managing Director or any breach of this Agreement, which, in the opinion of the Board, renders his retirement from office of Vice Chairman & Managing Director desirable, the Company by not less than 90 days notice in writing to Mr. Patrick Ledermann determine this Agreement and upon the expiration of such notice Mr. Patrick Ledermann shall cease to be a Director of the Company.
 19. Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled to terminate the Agreement at any time by giving to the other party 90 days notice in writing in that behalf, without the necessity of showing any cause and on the expiry of the period of such notice this Agreement shall stand determined and in view thereof and as a consequence of such termination by notice Mr. Patrick Ledermann shall cease to be a Director of the Company.
 20. The Company has the right to cancel this Agreement without notice for due cause. 'Due cause' for dismissal without notice is an event such as serious or repeated violations of contractual obligations, guidelines or instructions;

intentionally or negligently causing damage or injury; any behaviour that seriously damages the Company's reputation; or serious offence against local laws.

21. The terms and conditions of the said appointment and/or Agreement may be altered and varied from time to time by the Board as may be permissible as it deems fit, subject to the provision of the Act, or any re-enactment or any amendments or modification thereto.

The Company and Mr. Ledermann have mutually agreed to amend certain terms and condition of the aforesaid Appointment Agreement as set out below which was effective from 27 November 2015:

Amendment to Clause 5: The Clause 5 of Appointment Agreement shall read as under:

5. During his employment under this Agreement, Mr. Ledermann shall use his best endeavours to promote the interest and welfare of the Company.

During the period of his employment, Mr. Ledermann shall whenever required by the Company undertake such travelling in India and elsewhere as the Board may from time to time direct in connection with or in relation to the business of the Company.

Mr. Lederman shall not be entitled to any salary for his services under this contract from the Company except the following perquisites/expenses that the employee will incur in discharging of his obligations under this contract. This will specifically include:

- (i) Hotel accommodation.
- (ii) Transport facility for official as well as personal purposes.
- (iii) Communication facilities
- (iv) Expenses incurred in connection with the business activities of the Company, such as traveling and entertainment expenses, which shall be reimbursed against vouchers according to the Company rules. The reimbursement of air traveling costs for inland travel will be at the rate of Economy class transportation for domestic travel and in accordance to project procedure for International travel. The Company's business travel regulations will also have to be considered in this regard.

Perquisites shall be evaluated as per the Income Tax Rules, wherever applicable, and in the absence of any such rules, perquisites shall be evaluated at actual cost.

Amendment to Clause 6 : The Clause 6 of Appointment Agreement shall read as under :

6. Notwithstanding anything herein above, where in any financial year, during the currency of his tenure as Vice-Chairman & Managing Director, the Company has no profits or its profits are inadequate, the Company will pay the aforesaid remuneration by way of perquisites and other allowances as minimum remuneration subject to the approval of the Central Government, if and when necessary and the difference between the aforesaid minimum remuneration and minimum remuneration as specified in Schedule V to the Act, shall be paid after receipt of the Central Government approval based on such recommendations as may be statutorily required.

Amendment to Clause 17 : The Clause 17 of Appointment Agreement shall read as under :

17. In the event of Mr. Ledermann's death in the course of his employment with the Company, the Company shall pay to his legal representatives all the emoluments payable under the appointment agreement for the then current month together with any such further sum as the Board in its sole and uncontrolled discretion may determine.

Your Directors propose the resolution as set out in Item No. 8 above for ratification / approval of members in respect of the ratification of appointment of Mr. Ledermann as Managing Director for a period of 6 months from 01 October 2015 to 31 March 2016.

None of the Directors / Key Managerial Personnel of the Company / their relatives, is in any way, concerned or interested, financially or otherwise, in this resolution.

Item No. 9

ALSTOM India Limited ('the Company') was originally incorporated in the name of Asea Brown Boveri Management Limited in the year 1992. Considering the business requirements the management had changed the name of the Company from



time to time with the approval of shareholders of the Company and other competent authorities. The last change was made on 06 June 2012 i.e. from ALSTOM Projects India Limited to ALSTOM India Limited.

The Company has been acquired by General Electric ('GE') Group pursuant to the global acquisition of power business of Alstom by GE. The open offer process had also been completed in the month of February 2016. Consequent to the completion of the Open Offer by GE, your Company became a GE group entity. In view of the above, the Board has approved the change of name of the Company from 'ALSTOM India Limited' to 'GE Power India Limited' in its meeting held on 14 March 2016, subject to necessary approvals. In order to avoid any confusion amongst the stakeholders and also to align with the name of the promoter group, it is proposed to change the name of the Company from ALSTOM India Limited to GE Power India Limited or such other name as may be approved by the Registrar of Companies.

Accordingly, your Directors propose the resolution as set out in Item No. 9 above for the approval of members as a special resolution.

None of the Directors / Key Managerial Personnel of the Company / their relatives, is in any way, concerned or interested, financially or otherwise, in this resolution.

Item No. 10

ALSTOM India Limited ('AIL') and Alstom Transport S.A., France ('ATSA') (both related parties upto 01 November 2015) entered into a Memorandum of Understanding for Joint Venture Participation dated 06 August 2014 ('MoU') agreeing to form a joint venture to bid for a tender floated by the Dedicated Freight Corridor Corporation of India Limited ('DFCCIL') pertaining to the Bhaupur- Khurja section of the eastern dedicated freight corridor ('Project').

Under the MoU and letters of participation dated 06 August 2014 ('Participation Letters'), executed by AIL and ATSA and submitted to DFCCIL, AIL and ATSA agreed that the role of AIL in such joint venture shall be limited only to equity participation not exceeding 5% (not exceeding 80 million), that of ATSA would be 95% or more and that ATSA and AIL would be jointly and severally liable in discharging all the obligations and liabilities as per the contract to be executed with DFCCIL and for the performance of the said contract to be awarded to the joint venture. For this purpose, ATSA agreed to furnish an unconditional and irrevocable 'Deed of Indemnity' to AIL for any loss suffered / claim being made on the Company due to or arising out of this tender/execution of the contract, if awarded.

Thereafter, the consortium of AIL and ATSA ('Consortium') was declared as the lowest bidder and a letter of acceptance dated July 21, 2015 ('LoA') was issued by DFCCIL awarding the Project to the Consortium for an accepted contract amount of approximately ₹ 1,497 crores (Rupees one thousand four hundred ninety seven crores).

In this context it may be noted that AIL had completed the sale and transfer of its transportation systems undertaking ('Transport Undertaking') to ALSTOM Transport India Limited ('ATIL'), as a going concern on a 'slump sale' basis on 31 March 2014. Before the sale and transfer of the Transport Undertaking, AIL and ATSA had participated in the bidding process for the Project in February 2013. Therefore, AIL and ATSA agreed to form a special purpose company to execute the Project, pursuant to which aforesaid LoA has been issued by DFCCIL on 21 July 2015.

Given that the contract value of the Project, as determined by the LoA issued on 21 July 2015, exceeds 10% of the annual consolidated turnover of AIL, the joint and several liability of AIL and ATSA in the MoU and ancillary agreements is considered to be a material related party transaction in terms of Regulation 23 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 (erstwhile Clause 49(VII) of the Listing Agreement). It is pertinent to note that ATSA has executed the aforesaid Deed of Indemnity on 4 November 2015 to hold AIL (including its directors, officers and employees) harmless from any loss, if any, suffered as a result of or in connection with the Project.

The Company has also received one-time fee equivalent to 1% of the contract value set out in the LoA as consideration for the Company's continued participation in the bid for the Project and for incorporation of the joint venture Company.

It may also be noted that with effect from 2 November 2015, AIL and ATSA have ceased to be 'related parties' pursuant to the global transaction involving indirect acquisition of control of AIL by GE Energy Europe B.V.

Accordingly, your Directors propose the resolution as set out in Item No. 10 above for the approval of members as an ordinary resolution.

None of the Directors / Key Managerial Personnel of the Company / their relatives, is in any way, concerned or interested, financially or otherwise, in this resolution.

Item No. 11

ALSTOM India Limited ('the Company') had given Inter Corporate Deposits (ICDs) to Alstom T&D India Limited ('ATDIL') amounting to ₹ 200 Crores during the financial year 2015-16 pursuant to prior approval of the Audit Committee and the Board of Directors of the Company.

The ICDs given to ATDIL are repayable on demand at a rate of interest:

- a) not lower than the prevailing yield of one year, three year, five year or ten year Government Security closest to the tenor of the loan; or
- b) the average of the bank deposits rate and the rate at which ATDIL would borrow short term loans from any other sources, whichever rate is higher.

Hence, the Company is benefitted by placing surplus funds in ICDs since the rate of interest earned by the Company is higher than the rate of interest on fixed deposits given by Banks.

Further, the Company had also executed other business transactions with ATDIL viz. reimbursement of expenses, orders placed, shared services charges, in the ordinary course of business and at an arms' length as set out in the resolution above, for which prior approval of Audit Committee had also been obtained in terms of the requirement of the Listing regulations, subject to compliance of applicable law. These business transactions have been undertaken considering the complementary, competency, strength and technology of both the organisations.

The aggregate amount of transactions of the Company with ATDIL has exceeded the limit of 10% of consolidated turnover of the Company. Accordingly, this matter is being placed before the members of the Company for ratification and approval.

Accordingly, your Directors propose the resolution as set out in Item No. 11 above for the approval of members as an ordinary resolution.

None of the Directors / Key Managerial Personnel of the Company / their relatives, is in any way, concerned or interested, financially or otherwise, in this resolution.

Item No. 12

The members may note that the Hydro business of the Company pursues business in overseas markets also. Depending on customers' requirements the Company may be bidding in consortium with other GE entities and/ or Third Parties in which typically customers require 'cross fall breach clause' that binds each consortium member jointly and severally liable to the customer. However, each member is in-turn protected by a signed agreement, where each member is responsible for its own scope, performance and liabilities. There are opportunities to have such consortium bids with:

- GE/ Alstom Hydro France / GE Group Companies (for meeting scope and technical requirements for any country, bids)
- Country specific GE entity for local scope in that country.

Further, some bids may require the Guarantee to be issued by the Parent Company on behalf of the Company which may be provided by GE Company(ies) which are direct / indirect holding entity of the Company leading up to the ultimate holding Company viz. General Electric Company, USA.

The transactions with ALSTOM T&D India Limited are similar in nature except the value of the transaction hence, members are requested to refer to the statement given in Item No. 11 above.

Accordingly, your Directors propose the resolution as set out in Item No. 12 above for the approval of members as an ordinary resolution.



None of the Directors / Key Managerial Personnel of the Company / their relatives, is in any way, concerned or interested, financially or otherwise, in this resolution.

Item No. 13

Under the provisions of the Companies Act, 2013 and the rules made thereunder ('the Act'), the Company is required to send statutory documents such as Annual Report, Postal Ballot Notices etc. to the members of the Company.

In terms of Section 20 of the Act, a document may be served on any member by sending it to him by post or by registered post or by speed post or by courier or by delivering at his office or address, or by such electronic or other mode as may be prescribed. Provided, a member may request for delivery of any document through a particular mode, for which he shall pay such fees as may be determined by the Company in its AGM.

The Company has received request from member(s) for sending documents through a particular mode, hence, it is proposed to take up the matter for approval of members at this AGM of the Company.

Accordingly, your Directors propose the resolution as set out in Item No. 13 above for the approval of members as an ordinary resolution.

None of the Directors / Key Managerial Personnel of the Company / their relatives is, in any way, concerned or interested, financially or otherwise, in this resolution.

Place : Noida

Date : 14 June 2016

By Order of the Board of Directors

sd/-

Pradeepta Kumar Puhan

Company Secretary

(FCS No. 5138)

ALSTOM India Limited

(A GE Group Company)

CIN: L74140MH1992PLC068379

Registered Office:

'The International', V Floor,

16, Marine Lines Cross Road No. 1,

Off Maharshi karve Road,

Churchgate, Mumbai-400 020

ROUTE MAP OF AGM VENUE

Rama Watumull Auditorium, Kishinchand Chellaram College, Dinshaw Wachha Road, Churchgate, Mumbai – 400 020

