

GTL INFRASTRUCTURE LIMITED

**MEMORANDUM & ARTICLES OF
ASSOCIATION**

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME**

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES,
MAHARASHTRA, MUMBAI**

No CIN U74210 MH 2004 PLC144367

**In the matter of GTL ENGINEERING AND MANAGED
NETWORK SERVICES LIMITED**

I hereby approve and signify in writing under section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24th June, 1985 the change of name of the Company.

From **GTL ENGINEERING AND MANAGED NETWORK
SERVICES LIMITED**

To **GTL INFRASTRUCTURE LIMITED**

and I hereby certify that **GTL ENGINEERING AND MANAGED
NETWORK SERVICES LIMITED** which was originally incorporated
on 4th day of FEBRUARY 2004 under the Companies Act, 1956 and
under the name **GTL ENGINEERING AND MANAGED NETWORK
SERVICES LIMITED** having duly passed the necessary resolution in
terms of Section 21/22(1) of the Companies Act, 1956 the name of the
said Company is this day changed to **GTL INFRASTRUCTURE
LIMITED** and this certificate is issued pursuant to Section 23(1) of the
said Act.

Given under my hand at MUMBAI this FIRST day of
FEBRUARY Two Thousand FIVE.



M.K. Gupta
(M.K. GUPTA)
ASSTT. REGISTRAR OF COMPANIES
BELAPUR, NAVI MUMBAI.



कारबार प्रारम्भ करने के लिए प्रमाण-पत्र
Certificate for Commencement of Business

कम्पनी अधिनियम, 1956 की धारा 149 (3) के अनुसरण में
Pursuant of Section 149 (3) of the Companies Act, 1956

NO. U/ 74210 MH/ 2004. PEC/ 144367/

मैं एकद्वारा प्रमाणित करता हूँ कि.....

जो कम्पनी अधिनियम, 1956 के अधीन तारीख..... की निर्धारित की गई थी और निम्नलिखित मान्यताओं के अनुसार स्थापित किया गया है कि कम्पनी अधिनियम की धारा 149 (1) (क) के तहत (ग) तहत/149 (2) (क) के तहत (ग) तहत की शर्तों का अनुपालन किया गया है, कारबार प्रारम्भ करने की इच्छा है।

I hereby certify that the.....

which was incorporated under the Companies Act, 1956, on the..... FOURTH day of..... FEBRUARY, 2004....., and which has this day filed a duly verified declaration in this prescribed form that the conditions of section 149(1) (a) to (d)/149(2)(a) to (c) of the said Act, have been complied with is entitled to commence business.

मेरे हस्ताक्षर के सह तारीख..... में किया गया।

Given under my hand at..... NAVI, MUMBAI..... this..... day of..... APRIL, 2004.....



(M.K. GUPTA)

कम्पनी का अधिकारी
Asstt. Registrar of Companies



प्रत्यक्ष, आई. आर.
Form I.R.
निर्माण का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

U 74210 MH 2004 PLC 144367

ता. _____ की. सं. _____

No. _____ of Date _____

मैं, निम्नलिखित प्रमाणित करता हूँ कि आज _____

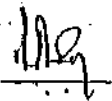
कम्पनी अधिनियम (1956 का. सं. 1) के अधीन निर्मित की गई है और कम्पनी पंजीकृत है।

I hereby certify that GTL ENGINEERING AND MANAGED NETWORK
SERVICES LIMITED

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

मेरे हस्ताक्षर से आज ता. _____ को दिया गया।

Given under my hand at MUMBAI this FOURTH
FEBRUARY FOUR,
day of _____ Two Thousand



(H.A. SOJ)

ASSTT.

कम्पनियों का रजिस्ट्रार
Registrar of Companies
Maharashtra, Mumbai



3. एम्. सी.
1/5 C-1
119/एम्. एस. एम्. 100/एम्. 52-20-000-3-4-93-GIPG/महाराष्ट्र
119/एम्. एस. एम्. 100/एम्. 52-20-000-3-4-93-GIPG.

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
GTL INFRASTRUCTURE LIMITED

- I. The name of the Company is GTL INFRASTRUCTURE LIMITED.
- II. The Registered Office of the Company will be situated in the State of Maharashtra, i.e. within jurisdiction of Registrar of Companies, Maharashtra at Mumbai.
- III. The objects for which the Company is established are:
 - A. THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION :
 - * 1(a). To carry on the business of building, establishing, setting-up, acquiring, developing, managing, providing, operating and/or maintaining, fully or partially, infrastructure facilities of all description including, without limitation, relating to power (other than atomic power), water supply, inland water ways, air-ports, ports, telecommunications, roads, pipelines of all kinds and usages and other infrastructure facilities and/or to provide services for setting up of such infrastructure facilities and for the above purposes to carry on the business of engineers and general or special contractors for design, construction, manufacture, erection, maintenance, alteration, restoration of work of all types and descriptions in India and overseas, as contractors or subcontractors for the whole or part of such works including water works, oil wells, tramways, dams, bridges, underground railways, cable cars, docks, wharves, jetties, power generation and/or distribution, factories, mills, drainage and sewage works, roads, airfields, airstrips, airports, helipads, cable lines, power transmission towers, towers and networking of all types, wagons shelters and vessels of every description for use on or under the land, water and air and buildings and structures of all types and descriptions and for the purpose to acquire any lands, buildings, tenements, premises, equipments, spares/parts of all kinds, description, design, configuration and in connection therewith to provide any consultancy, project management services, hardware or software implementation, customization, certification, inspection, resource pool management in relation to all kinds of infrastructure services inter-alia including but not limited to telecom, cellular services, basic telecom services, IT enabling services, industrial purpose and other infrastructure industries and in connection therewith to acquire, sell, dispose off, lease, hire goods/services of any nature/description.
 - * (b). To carry on the business of building, establishing, setting-up, acquiring, developing, advising on, managing, providing, operating and/or maintaining, fully or partially infrastructure facilities and services thereof for Software Development Centers, Animation Studios, IT Services and IT Enabled Services including all Business Process Outsourcing services, delivery, integration, installation, commissioning and consultancy and related areas like, Staffing services that include Telemarketing, Tele-sales and all other call center services in different media like voice, data, video and multimedia, development and provisioning of software, all transaction processing activities across industry verticals within its premises or outside, all associated activities relating to building infrastructure, associated

* Substituted vide special resolution passed by the shareholders at the Extra-ordinary General Meeting held on 28th January, 2005.

* New sub-clauses 1(b) to 1(d) added vide special resolution passed by the shareholders at the Extra-ordinary General Meeting held on 11th May, 2006.

technologies including but not limited to dialers, Automatic Call Diversion equipment and other related equipment in the hardware, software and applications, associated hosted applications and to provide remote technical services, helpdesk operations including application support, data center services, provisioning of services and reselling of bandwidth, licensing, selling and trading of application environment and associated services in consultancy, advisory services for business process outsourcing and related IT Services and IT enabled services *inter alia* including alliances and franchise operations of services and products that may be built as Intellectual Property or is bought, sourced and resold for and on behalf of suppliers to domestic and international clients. The service spectrum will also include infrastructure leasing, renting and all associated management services, facility management services relating to people, infrastructure, and technology for servicing clients on a project, consultancy or annuity basis with rights to resale, refurbish and other associated activities and to carry on or engage in the business of developing, installing, commissioning, provisioning, building, marketing, exporting, importing and maintaining Networks in Telecom and Enterprise, which may be wireless, wired, satellite Services, Communications Services, Internet Services, Computer Hardware and software Services and / or Information Technology, ISP based or enabled Services, Digitized Services including the ones operated through Internet Terrestrial or Cable Transmission, Voice, Data, Video, Multimedia or otherwise or any future Technology in India or overseas such as Cellular Networking Services, based on GSM, CDMA, IP and broadband wireless relays like WiMax, Wi-Fi and 3 G, Managed network Services, Network Engineering, Network Design, configuration, dimensioning, radio survey planning, optimization, operation and maintenance of networks of all kinds, customization, certification, project management, inspection, technical resources pool management including staffing and body shopping services and also provision of infrastructure services relating to the above and to establish and provide for all kinds of Telecommunication and Enterprise related facilities using present or future technologies through Telecommunication backbone including lower(s) and switch facilities provisioning, leasing, renting, hire purchase and direct interconnectivity to various nations and international long distance voice and data carriers through sale and/or lease, rent, hire purchase of dark fiber, duct space, towers, switches, bandwidth, provisioning of satellite data, communication links including termination and onward connectivity through optical fiber cables, any type of radio communications and other related, ancillary infrastructure and facilities.

(c) To carry on the business of building, establishing, setting-up, acquiring, developing, advising on, managing, providing, operating and/or maintaining, facilitating conduct of, fully or partially infrastructure facilities and services thereof for all kinds of value added services including payment gateway services and international gateway services, long distance telephony services, e-commerce services and data-com services, video tech access points, multi-media access points, internal access point, voice mail services, e-mail services, video conference services, fax store and forward services, enhanced faxed services, internet services including basic and advance services and to carry on business as advisors, suppliers, traders of data processing and information retrieval systems (whether or not remotely located and including but not limited to video text, telex and telefax systems), verification / authentication / certification / provision of digital signature, network services including virtual private network services and broad band network services, frame relay services, ATM services, data center services including hosting services, application services and co-location services computer hardware and software of all kinds which incorporate use and used in conjunction with or ancillary to systems of such description as aforesaid and any of the apparatus and equipment comprised therein and rendering consultancy and project counseling in connection with the above activities

(d) The service spectrum will also include leasing and / or renting and / or providing and / or licensing and / or developing and / or sharing of infrastructure (including communication sites, wireless and broadcast towers, antenna systems / antenna space, wireless and radio / television broadcast transmissions, Business Process Outsourcing & Information Technology Facilities, Telecom & Enterprise Networks and

other structures, systems and communication equipments of similar nature), associated management services, facility management services relating to people, infrastructure, and technology in connection with the above activities.

**B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF
MAIN OBJECTS:**

2. To carry on the business of running, operating, managing, advising on and supplying, data processing and information retrieval systems, (whether or not remotely located and including but not limited to videotext, telefax and teletext systems) and systems utilising the capture, storage, processing, transmission or receipt of messages and signals (including but not limited to data sounds and visual images) by, with the aid of, in conjunction with, or in way utilising, computers, or similar equipments, and computer programs and databases and to carry on the business of operating, managing, advising on, supplying and dealing in services and facilities of all kinds which incorporate use or are used in conjunction with, in connection with or ancillary to, systems so such description as aforesaid or any of the apparatus and equipment comprised therein.
- ^{**} 3. To carry on all kinds of business of designers, processors, assemblers, agents, consultants, system designers and contractors for the purposes of erection and commissioning on turnkey basis all types, varieties and kinds of telecom systems, communication, transport, water supply, drainage, roadways, railways, hospitals, educational institutions, recreational facilities sports, railway stations, power generation and public places including gardens, industrial estate, all together with associated services processing plants, manufacturing plants whatsoever
4. To carry on the business of inventors and to conduct, and to promote the conduct by other persons of, research and development in connection with any of the activities of the Company authorised in this memorandum and in any other area which might benefit the business of the Company or of persons having or likely to have dealings with the Company, to establish, maintain and operate research stations, laboratories, plants, workshops, field stations, testing sites, facilities and establishments and generally to engage in research and development for the Company and for other persons and to turn to account the results thereof.
5. To provide for the benefit of other persons consultancy, advisory, training and management services concerning or connected with anything that the Company does in the exercise of its powers or has power to do, or in which the Company has gained or developed expertise in the course of its business, and to provide training.
6. To carry on all or any of the businesses of operators, providers of and advisers in connection with, security and alarm facilities, systems, apparatus, and services of all kinds, including (without prejudice to the generality of the foregoing) intruder, fire and smoke alarm systems and patrols and surveillance of property.
7. To acquire, produce, transmit, publish, print and reproduce in any form whatsoever (including without prejudice to the generality of the foregoing, visual, or audible form and forms capable of being used by, in, or in connection with computers) and to buy, sell, supply or otherwise deal in directories, brochures, manuals periodicals, magazines, newspapers, books, pictures, photographs, stationery and other documents.
8. To invent, design, develop, construct, produce, erect, assemble, test, import, export, alter, install, maintain, repair renovate, refurbish, recondition, utilise, operate, manage, purchase, sell, hire, hire out, supply and otherwise deal in all kinds of equipments, apparatus, plant, machinery, appliances, articles, furniture, accessories, components, fittings, tools, computers, computer programs and

^{**} Inserted new sub-clause in place of the existing sub-clause 3 vide the special resolution passed by the shareholders at the Extra-ordinary general meeting held on 28th January, 2005.

software which are required or are likely to be required by the Company or other persons for the purposes of, or in connection with, any of the businesses of the Company or which in the opinion of the Company may be conveniently or advantageously dealt with by the Company in connection or association with any of its objects or the objects of any of its subsidiaries.

9. To represent persons at meetings of local, national and international organisations and bodies concerned with activities connected or associated with any of the business of the Company, to provide services of all kinds to such organisation and bodies and to negotiate and enter into national and international agreements and standards relating to matters of concern or interest to the Company or persons represented by, or having dealings with the Company.
10. To apply for, purchase or otherwise acquire any patents, patent rights, brevets d'invention, copyright, trade marks, formulas, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right of use of any secret or other information as to, or any invention which may seem capable of being used for, any of the purpose of the Company and to use, exercise, develop, or grant licences in respect of or otherwise turn to account, the property rights or information so acquired.
11. To construct, build, innovate, modernize, purchase, sell, distribute, hire, get on hire, adapt and otherwise deal in machines, machinery plant, equipment and apparatus and parts and accessories thereof, instruments, devices, supplies and attachments connected therewith or relating thereto in all materials, metals and things used in the construction, building, and to repair alter, maintain and operate any and all such machines, machinery plant, equipment, apparatus, parts, accessories, instruments, devices, supplies and attachments and to install and erect in public or private undertakings, works or structures of every nature and kind and to carry in the business of manufacturers' agents or representatives and to act as agents or representatives for manufactures of engines, machinery, implements, tools, equipment and apparatus of all kinds for main objects of the Company.
12. To carry on the trade or business of assemblers of and dealers in, contractors for, repairers and maintainers of, and importers and exporters of, all kinds of radio products, radio apparatus, including amplifiers and amplifying and public address equipment, electronics of all kinds and description, electronic devices, gadgets, modules, machinery and apparatus including tape recorders, record players, desk calculators, computers, radar apparatus, television apparatus, medical electronic instruments and appliances and domestic electric and electronic appliances and component parts, tools, fittings and accessories connected with each of the aforesaid business.
13. To carry on the business of importers and exporters of and dealers in wires, conductors, copper aluminium fibre optic or other cables and wires (insulated or otherwise), pipes, flexible cords, rubber, polyvinylchloride paper or any other insulation and/or covering materials of all kinds, lamps, valves, transistors and other components apparatus and equipments and all kinds of electric, magnetic, galvanic/ electric and electronic and other apparatus equipment and parts and electric, magnetic, electronic goods and articles of all kind and description.
14. To expend money in experiments, testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.
15. To carry on research and development work and experiments in relation to any raw material or substance relating to the business of the Company.
16. To acquire whether by purchase, lease, leave and licence exchange or otherwise whether as members co-operative Housing Societies as members of associations, of apartment owners or condominiums or otherwise howsoever, office premises, factory

premises, residential premises and other such accommodations.

17. To undertake and carry on the office or offices and duties of trustees, custodian trustee, executor, administrator, attorney or nominee of, or for, any person, company, corporation association, scheme, trust fund, government, state, municipal or other body political or corporate.
18. To undertake and execute any trust or discretion the undertaking whereof may seem desirable and the distribution amongst the beneficiaries, pensioners, or other persons entitled thereto, of any income or annuity, whether periodically or otherwise, and whether in money or specie, in furtherance of any trust direction or other obligations or permission.
19. To hold, deal with, manage, direct the management of, buy, sell, exchange, mortgage, charge, lease, dispose of, or grant any right or interest in over or upon any real or personal property of any kind whatsoever, including contingent and reversionary interests in any property and to undertake and carry on any business undertaking or transaction.
20. To apply for and acquire and hold any charters, Acts of Parliament, Acts of any State Legislature, privileges, monopolies, licences, concessions, patents or other rights, powers or orders from the Indian Government and Parliament or from any State Government or any local or other authority in any part of the world and to exercise carry on and work any powers rights or privileges so obtained and to constitute or incorporate the Company as an anonymous or other society in a foreign country or State and to procure the Company to be registered or recognised in any country or place outside India.
21. To design, build, construct, develop, equip, test, improve, adapt, service, repair, clean, maintain, manage, operate, store, take care of, buy, sell, charter, lease, hire, hire out, supply and otherwise deal in satellites and other orbiting apparatus and to design, develop, equip, test, improve, adapt, service, repair, clean, maintain, manage, operate, stores, take care of, buy, sell, charter, lease, hire, hire out, supply and otherwise deal in motor vehicles, ships, submersible craft, aircraft, airships, hovercraft, hydrofoils, helicopters, trains, and other vessels and means of communications and transport of all kinds, whether or not owned by the Company, and parts and accessories of all kinds for any of the same.
22. To take or otherwise acquire and to hold shares, debentures, or other securities of any other Company.
23. To construct, improve, maintain, develop, work, manage, carry out, or control buildings, works, refineries, factories, mills, laboratories, dwelling houses for workmen, roads, ways, branches or sidings, bridges, reservoirs, water course, wharves, warehouses, electric works, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the company's interests; and to contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carrying out, or control thereof.
24. To issue and allot fully or partly paid shares in the capital of the Company in payment or part payment of any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company.
25. To enter into arrangements with any government or authority, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them; and to obtain from any such government or authority any rights, privileges and concessions which the Company may think fit desirable to obtain; and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.
26. To invest and deal with the moneys of the Company not immediately required including investment in shares, debentures and fixed deposits with companies, firms, or any organisation in such manner as may from time to time be thought fit.

27. To lend and advance money or give credit to any person or company; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company to secure or undertake in any way the repayment of money lent or advanced to or the liabilities incurred by any person or company; and otherwise to assist any person or company; provided that the Company shall not carry on the business of banking with the meaning of the Banking Regulation Act, 1949.
28. To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from purchasers and others.
29. To remunerate any person of Company for services rendered, or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures or other securities of the Company or in or about the organisation, formation or promotion of the Company or the conduct of its business.
30. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
31. To sell, lease, transfer, assign, mortgage or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company.
32. To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
33. To sell any patent rights, brevets d'invention, copyrights, trade marks, or privileges belonging to the Company or which may be acquired by it, or any interest in the same and to grant licences for the use of the same, or any of them, and to let or allow to be used for otherwise deal with any inventions, brevets d'invention, patents, copyrights, trade marks or privileges in which the Company may be interested and to do all such acts and things as may be deemed expedient for turning to account any inventions, patents and privileges in which the Company may be interested.
34. To manage, improve, farm, cultivate, explore, maintain, lease, underlet, exchange sell or otherwise deal with any dispose of, all or any part of the lands and buildings or other real property of the Company.
35. To appropriate any part or parts of the property of the Company for the purchase of, and to build and let or sell, shops, offices and other places of business.
36. To let out such part of the property of the Company as may not be immediately required for the principal business of the Company.
37. To carry out all or any of the objects of the Company in any part of the world and either as principal agents, contractor, or trustees, or otherwise, and either alone or in conjunction with others.
38. To carry on any business or branch of business which the Company is authorised to carry on by means, or through the agency, of, any subsidiary company or companies, and to organise, promote and incorporate such subsidiary company or companies, and to enter into any arrangement with such subsidiary company for taking the profits and bearing losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangements which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.

39. To appoint or nominate Directors or Managers of any subsidiary company or of any other company in which the Company is or may be interested.
40. To purchase, take on lease or in exchange, hire or otherwise acquire any immoveable or moveable property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business and in particular, any land, building, easements, machinery, plant or stock in trade; and either to retain any property so acquired for the purposes of the Company's business or to turn it to account as may seem expedient.
41. To enter into arrangements with companies, firms, governments, local authorities, and government agencies for promoting and increasing the manufacture, sale, purchase and maintenance of goods, articles or commodities of all and every kind and description, either by buying, selling, letting on hire, hire-purchase or easy payment systems or by financing or assisting such other companies, firms or persons to do all or any of such last mentioned acts, transaction, and things and in such manner as be necessary or expedient and in connection with or for any of these purposes, to purchase agreements, advance money, give guarantees or security or otherwise finance or assist all or any of such purposes on such terms and in such manner as may be desirable or expedient.
42. To provide public or private amusements and entertainments upon any property of the Company.
43. To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or possessed of any property suitable for the purpose of the Company or which can be carried on in conjunction therewith.
44. To amalgamate, enter into partnership or into any arrangement for sharing profits or losses, union of interests, co-operation, joint adventure or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction therewith and to accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture-stock or securities that may be agreed upon and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture-stock or securities so received.
45. To acquire, subscribe, take up and hold shares, stocks, debentures, debenture-stock, bonds, fixed deposits, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or in any foreign country and debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise whether at home or abroad by original subscription, contract, tender, purchase, exchange, or otherwise and whether or not fully paid up by underwriting, or participation in syndicates and to subscribe for the same, either conditionally or otherwise and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
46. To take part in management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint, remunerate any directors, managers, accountants or other experts or officers.
47. To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring or taking over all or any of the property rights and liabilities of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company.

48. To remunerate any person, persons or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture-stock or other securities of the Company, or in or about the organisation, formation or promotion of the Company or the conduct of the business.
49. To refer or agree to any claim, demand, dispute or any other question, by or against the Company or in which the Company is interested or concerned, and whether between the Company and any member or members or his or their representatives or between the Company and third parties to arbitration in India or in any place outside India, pursuant to Indian or any foreign system of law, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce any award.
50. To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company or the issue of its capital including brokerage and commission for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company, or other pre-incorporation expenses.
51. To pay all preliminary expenses of any company promoted by the Company or any company in which the Company is or may contemplate being interested including any such preliminary expenses or any part of the costs and expenses of the owners of any business or property acquired by the Company.
52. To adopt such means of making known the business of the Company as may seem expedient, and in particular by advertising in the press, radio, television, or other media by circulars, by purchase and exhibition of works of art, by publication of books and periodicals and by granting prizes, rewards and donations.
53. To receive money on deposit or loan and borrow or raise or secure the payment of money in such manner as the Company may think fit, and in particular by the issue of debentures, or debenture-stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future) and/or any or all of the undertakings of the Company including its uncalled capital and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any person or company or any obligation undertaken by the Company or any other person or company as the case may be and to purchase, redeem or pay off any such securities, subject to the provisions of Section 58A of the Companies Act and the directives of the Reserve Bank of India.
54. To create any depreciation fund, reserve fund, insurance fund, equalisation of dividend fund, or any other special fund whether for depreciation, repair, improving, extending, or maintaining any of the properties and/or business of the Company or for any other purpose conducive to the interest of the Company.
55. To subsidise or contribute to or otherwise assist to take part in the construction, maintenance, improvement.
56. To acquire by purchase, amalgamation, grant concession, lease, licence, barter or otherwise enter absolutely or conditionally, and either solely or jointly with other any houses, lands, farms rights and privileges, rights and hereditaments and any tract or tracts of country in India or elsewhere together with such rights, concessions, grants, powers and privileges as may be agreed upon, and granted by Government or the Rulers or owners, thereof, and to expend such sums of money as may be deemed requisite and advisable in the exploration, survey, farming and development thereof; and to acquire or to obtain rights over, be interested in, build alter, construct, maintain, carry out, improve work, control, manage and regulate steam boats, aeroplanes, telephones, telegraphs, roads, tunnels, irrigation works, canals, waterways, rivers, wharfs, docks, harbour works and harbours, factories, warehouses and other works and conveniences which the Company may think conducive to any of its objects either

by acquiring such properties outright or by acquiring the rights of others in to and over them, and generally to acquire in India or elsewhere by purchase, lease or otherwise for the Company any real or personal, immovable or moveable rights, easements, privileges, licences, concessions, patents, patent rights, trade marks, machinery, rolling stock, plant, utensils, accessories and stock-in-trade whatsoever and to contribute to and take part in the constructing, carrying on, improving, working, controlling and managing any of such works or conveniences as aforesaid.

57. To acquire or undertake the whole or any part of the business property and liabilities of any person or company carrying on any business which the company is authorised to carry on or possessed of property suitable for the purposes of this Company.
58. To apply for, purchase or otherwise acquire and protect, prolong and renew whether in India or elsewhere any patents, brevets d'invention, licenses, concessions, and the like conferring any exclusive or non-exclusive or limited right to use of any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company.
59. To enter into partnership or into any arrangement for sharing, profits, union of interest, co-operations, joint adventures, reciprocal concession, or otherwise with any person, firm, or company carrying on or engaged in or about to carry on or engage in any business or transaction which this company is authorised to carry on or engage in or any business.
60. To take or otherwise acquire and hold shares in any other company having objects, altogether or in part similar to those of this Company or carrying on any business or transaction.
61. To enter into any arrangements with any governments or authorities supreme, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain, from any such government or authority and rights, privileges and concession which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
62. To expend money on experimenting upon and testing and improving or securing any process or processes, patent or patents, or protecting any invention or inventions which the Company may acquire or propose to acquire or deal with.
To accept expeditions and commission and to employ and remunerate experts or other agents in connection therewith with a view to secure any of the objects of the Company.
63. To lend money to such persons and on such terms as may seem expedient and in particular to members of the staff, customers and other having dealings with the Company and to guarantee the performance of contracts or engagements by any such persons.
64. To make advances of such sums of money upon or in respect of or for the purchase of raw materials, goods, machinery, stores or any other property, articles and things required for the purposes of the Company upon such terms with or without security as the Company may deem expedient.
65. To borrow or raise or secure the payment of money, or to receive money or deposit at interest for any of the purposes of the Company, and at such time or times and in such manner as may be thought fit and in particular by the issue of debentures or debenture-stock, perpetual or otherwise, including debentures or debenture stock, convertible into shares of this or any other company or perpetual annuities and security for any such money so borrowed, raised or received or of any such debentures or debenture stock so issued, to mortgage, pledge or charge the whole or any part of the property assets, or revenue and profits of the Company, present or future, including its uncalled capital by special assignment or to transfer or convey the same absolutely or in trust and to give the lenders powers as may seem expedient and

to purchase, redeem or pay off any such securities, provided that the Company shall not carry on the business or banking as defined by the Banking Regulation Act, 1949 or business under the Insurance Act, 1938.

66. To open account or accounts with any individual, firm or company or with any bank or banks or bankers or shroffs and to pay into and to withdraw money from such account or accounts.
67. To remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place or guaranteeing of any of the shares in the Company's capital or any debentures or debenture stocks, or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
68. To make donations to such persons or institutions and in such cases and either of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to this Company and to subscribe or contribute or otherwise assist or guarantee money to charitable, benevolent, religious, scientific, national, public, political or other institutions, objects and purposes or to establish and support or aid in the establishment and support of association, institutions, funds, trusts and conveniences for the benefit of the employees or ex-employees or of persons having dealings with the Company or the dependants, relatives or connections of such persons and in particular friendly or other benefit societies and to grant pensions, allowances, gratuities and bonuses either by way of annual payments or a lump sum, and to make payments towards insurance and to form and contribute to provident and benefit funds, to or for such persons.
69. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether in part similar to those of this Company.
70. To procure the company to be registered or incorporated or recognized in any part of the world in accordance with the laws for the time being at such place.
71. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
72. To pay out of the funds of the Company all expenses of and incidental to the formation, registration, advertisements and establishment of this Company and the issue and subscription of the share or loan capital including brokerage and commission for obtaining applications for or placing or guaranteeing the placing of shares or any debenture-stock and other securities of this Company and also all expenses attending the issue of any circular or notice and the printing, stamping, circulating of proxies and forms to be filled up by the members of the Company.
73. To create any reserve fund, sinking fund, insurance fund, or any other special fund whether for depreciation or for repairing, insuring, improving, extending or maintaining any of the property of the Company or for any other purpose conducive to the interests of the Company.
74. To distribute as bonus shares amongst the members or to place to reserve or otherwise to apply as the Company may from time to time determine any monies received in payment of on forfeited shares and monies arising from the sale by the Company of forfeited shares or any monies received by way of premium on shares or debentures issued at a premium by the Company.
75. To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition or works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

76. To do all or any of the above things in any part of the world either as principals, agents, contractors, trustees or otherwise and either by or through agents, trustees, sub-contractors or otherwise and either alone or in conjunction with others and to allow any property to remain outstanding in such agents or trustees.
77. To carry on and engage in the business of providing consultative and technical services in design, construction and engineering of chemical and chemical process plants and equipment, air and water conditioning and effluent treatment, handling of inflammable liquids and gases, and materials, steam and high temperature services, project estimating and planning and servicing, prospecting, market survey, safety and fire fighting services and in manufacture of and dealers in equipments, machinery apparatus and special fittings thereof.
78. To provide for the welfare of employees or ex-employees of the Company and the wives and families, or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or chawls, or by grants by of money, pensions, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, or trusts and by providing or subscribing or contributing towards places of instruction, recreation, hospitals and dispensaries, medical and other attendances and other assistance as the company shall think fit to subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific.
79. To lease, let out on hire, mortgage, pledge, sell or otherwise, dispose, of the whole or any part of the undertaking of the Company, or any lands, business, property, rights or assets of any kind of the Company or any share or interest therein respectively, in such manner and for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other corporation having objects altogether or in part similar to those of the Company.
80. To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company.
81. To amalgamate with any other company.

C. OTHER OBJECTS :

82. To manufacture, import, export, buy, sell and deal in (at whole sale and retail) chemicals and allied substances of all kinds including, without limiting the generality of the foregoing, preparations, compounds, shampoos, disinfectants, alcohols, all types of surface active agents, including dispersing agents, wetting agents emulsifying agents, detergents, soaps and soap powders, starches, dye-stuffs, minerals, paints, pigments, varnishes, water-insoluble soaps, gelatin, stains, oils of all types and kinds, acids, glues, greases, lubricants, sizing agents, synthetic resins, polymers, monomers, plastic substances of all kinds, polishes, pastes, adhesives, plasticizers, rayon's, silk substitutes, drawing compound for tubes, rods, wires and the like, defoamers, materials used in the production of cement and other masonry materials, wood and paper pulp and fibrous substance of all kinds, synthetic rubber, rubber substances, rubber substitutes, insecticides, fertilizing substances, phosphates, wood substances of all kinds animal and poultry feeds, all types of feed supplements for animal and poultry feeds including amino acid, vitamin mineral and antibiotic feed supplements, products for the fortification of milk and other fluids with vitamins and minerals and all types of compounds and preparations used in the production of leather.
83. To manufacture, buy, sell, (both whole-sale and retail) let, lease, exchange and deal in germicides, disinfectants, antiseptics, insecticides, vermicides and fungicides and all other articles and products of similar nature or used for a similar purpose, drugs, proprietary or otherwise, chemicals, druggists supplies and sundries and the by-products thereof and to carry on the business of a manufacturer or a dealer in the said articles and articles of a like nature and all articles entering into the manufacture or

composition thereof including, without limiting the generality of the foregoing, soaps, oils, perfumes, glycerine, wool and machinery oils and all byproducts of tallow, grease, oils and soaps and caustic, carbonate and bicarbonate, alkalies and the like and all kinds and descriptions of articles used as sanitary specialties or for sanitary or like purposes or like including disinfecting and sanitary devices, articles and equipment and cleaning or cleaning supplies.

84. To manufacture, produce, assemble, package, distribute, install, furnish, equip, repair, purchase or otherwise acquire, sell, import, export, exchange and otherwise deal in and with any and all kinds of insecticides, deodorants, disinfectants and pressure-packaged products and dispensing and spraying equipment thereof and any and all kinds of apparatus, equipment and devices and any and all parts, instruments, accessories attachments, things and supplies necessary or convenient or useful for or adapted to the manufacture or use of insecticides, deodorants, disinfectants, and pressure-packaged products.
85. To establish, own, maintain and operate lines of steamers and other ships and vessels and to otherwise employ ships and vessels in the conveyance of passengers, mails, specie, goods, wares and merchandise between any ports throughout the world; to carry on the business of shipowners, shipbuilders, shipwrights, ship repairers, charterers of ships or other vessels, warehousemen, wharfingers, shipping agents, managers of ship, ship's husband contractors, ship and insurance brokers, carriers by land or water, forwarding agents, importers and exporters, merchants and traders, commission and general financial agents, proprietors of land, jetties, piers, warehouses, stores, barge and tug owners, lightermen, marine engineers and manufactures and dealers in engines, boilers, machines and other appliance and thing used in connection with any of the aforesaid business; to construct, acquire, manage, maintain, alter, charter, operate, hire, lease, sell, exchange or otherwise dispose of all kinds of ships, vessels, barges and boats or shares or interests therein and elevators, sheds, warehouses, and buildings, wharves, docks, dry docks, terminals and generally to carry on all or any of the business of shipbuilding, ship repairing, engineering, elevator, warehousing, navigation transportation and terminal company; and to manufacture and deal in engines, boilers, machinery and other appliances and things used in connection with any of the aforesaid business.
86. To purchase, take on lease or in exchange or otherwise, acquire any docks, dry-docks, wharves, harbours, quays, jetties, shipbuilding yards, collieries, coal mines, timber yards and other real and personal property or rights or any interest therein.
87. To manufacture, build, fabricate, repair, refit, service, transport, clean, buy, sell, exchange, hire, import, export, let, trade and deal in all articles, items, container equipment, machineries, weapons and weapon systems, required for any marine vessels, carriers, crafts and platforms and other equipment and their application to and requirements of aircraft, shore installations, automobiles and other fields of activity.
88. To prospect, explore and drill for, produce, accumulate, purchase, refine, or otherwise acquire and hold, sell or otherwise dispose of or deal in and with oil, petroleum naphtha and natural gases and ores, metals, and minerals of all kinds to open, drill, develop, work, improve, maintain and manage oil and natural gas and other wells and mines of all kinds, and oil and other mineral properties in general, and either as principals, agents, or contractors and either solely or jointly with others to refine, process and distribute oil, petroleum and gas and the products and byproducts thereof and to reduce, smelt, amalgamate, refine and otherwise treat, ores, metals and minerals of all kinds and to exercise such further powers as are necessary to carry out the above objects.
89. To prospect, examine, explore, survey and develop the resources of any territories, estates or properties and with a view thereto to finance, organize, employ, equip and despatch expeditions, commissions, engineering, mining geological and other experts and agents and to prepare or cause to be prepared or assist in or subscribe towards the preparation of any plans, examinations, surveys, reports and specifications of any kind.

90. To search for acquire, work and dispose of and deal in any mines, metals, minerals, mineral lac, clay and other like substances.
91. To carry on the business of acquiring the leases for mines and for minerals or mine workings or mining concessions grant or otherwise and land, mines, mineral rights, buildings, easements, machinery and plants and other equipments and to prospect for mineral ores, petroleum, gas and to mine, quarry and otherwise raise minerals and ores and to deal in the same.
92. To carry on the business of tunneling in India and outside India for any purpose whatsoever whether it be under the land, sea, waterways, lakes or otherwise and for the construction of subways for cars, vehicles, pedestrians, or any other kind of traffic or purpose like laying cables, pipelines and other fittings and fixtures and for that purpose to install all machinery and equipment, buy, sell, import, export and generally deal in all such machinery equipment and related equipment and facilities and to maintain, repair, recondition all such machinery, equipment and related facilities and to act as agents for the manufacturers of all such machinery and equipment and to act as selling agents or purchasing agents of foreign manufacturers, assemblers, producers of such machinery, equipment and related facilities.
93. To prospect, explore, open and work claims or mines, drill and sink shafts or wells and raise, pump, dig, and quarry for metals, minerals, ores, diamonds, and precious stones, oil petroleum, gas coal, earth and other substances.
94. To carry on the business of civil mechanical and structural engineers, quantity surveyors and specialists in electronic and electrical applications in all or any of their respective branches.
95. To carry on business of builders of all types of buildings, roads, bridges, and tunnels, in India and elsewhere and to act as constructional engineers and contractors to carry out, execute, improve, work maintain all works required or necessary for carrying out the business of constructional engineers and do all things incidental or ancillary to the aforesaid business.
96. To carry on the business of engineers and general contractors for design, construction, manufacture, erection, maintenance, alteration, restoration of work of all types and description in India and elsewhere including as contractors or sub-contractors for the whole or part of such works, including water works, oil wells, tramways, dams, bridges, underground railways, docks, wharves, jetties, power houses, factories, mills, drainage and sewage works, roads, air fields, air strips, airports, helipads, waterways, cable lines of all types, wagons and vessels of every description for use on or under land, water and air and buildings and structures of all types and description, and surveyors and valuers of all properties and works.
97. To carry on the business of mechanical, civil and electrical engineers and dealers in and manufacturers of plants, machinery, motors and engines, tool makers, brass foundries, metal workers, boiler makers, millwrights, machinists, iron and steel converters, smiths, to buy, sell, manufacture, repair, convert, alter, lease, let or hire and otherwise deal in machinery implements, rolling stock and hardware of all kinds.
98. To carry on trade or business to manufacture, fabricate buy, sell, import, export, generally deal in and lay and control and operate any pipelines for carrying crude, oil, gas, petrol, petroleum products and all and every other type of liquids, and semi solids and from any place to any other place in India or elsewhere whether on or under lands or water and to act as engineers, consultants and advisers and managers for all such pipeline systems in India or abroad.
99. To carry on the business of dredging in all its branches including the digging of ditches, canals, waterways, water courses and the reclamation of inundated lands.

100. To carry on the business of towing, wrecking, and salvaging in all its branches and to deal in, build, construct, repair, salve, fit out, buy lease or otherwise acquire, operate, navigate, maintain, own or charter all manner of ships, steamboats, ferry boats, barges, dredges, lugs, scows, lighters, lowing, wrecking and salvage outfits and all kinds of machinery, tackle, ships, furnishings, stores and other articles required for or used in or in connection with ships, boats or vessels of every description.
101. To purchase or otherwise acquire or to carry on the manufacture of bricks, stone, or other building material of any kind whatsoever, and all implements machinery, bulldozers, tractors, cranes, transport vehicles, scaffolding and all things used by builders and contractors.
102. To carry on business as technical consultants and advisers for all types of industrial manufacturers and to undertake all such work for industrial undertakings in India and elsewhere and to act as consultants for any person including Central and State Governments or foreign Governments or other bodies and to design and manufacture to the specifications, all equipments required by any undertaking and to prepare plans, drawings, layouts, estimates, schemes, reports, technical and economic feasibilities, studies and reports for industries to be set up by any person or for its maintenance and smooth running and to do all acts and things which are incidental or ancillary to the carrying on of the business of technical consultants.
103. To provide all services including consultancy and contract services relating to pollution control, corrosion prevention, testing, fire fighting, safety security, waste disposal, port and harbour developments; to generate, develop, extract, manufacture, deal in, sell, hire or lease as the case may be energy, food and other products or by-products from the sea, harbours, estuaries, rivers, lakes, dams, and other sources, through mechanical hydraulic, physical, chemical or other means or process.
104. To carry on business as manufacturers, buyers, sellers, dealers, and agents of different varieties of paper, such as writing, printing, wrapping, tissue, poster paper, cover paper, newsprint, paper for packing board, card board, coloured paper and board, leather board, mill board, paste boards, pulp boards and all varieties of speciality paper and all kinds of pulp whether mechanical, semi-chemical or chemical including dissolving pulp.
105. To carry on the business of manufacturing and compressing helium, nitrogen, oxygen, acetylene, carbondioxide, sulphuric, carbonic acid, and all other types of gases and acids, ice, aerating machinery and parts thereof and the business of sellers of and dealers in all machinery, chemicals incidental to the manufacture of such gases and acids, machinery and parts thereof and to transact all preparing processes and mercantile business that may be necessary or expedient and to purchase and vend the materials and manufactured articles including gas cylinders and part thereof.
106. (a) To carry on all or any of the following businesses namely, manufacturers of artificial silk fibres, yarns and fabrics, other varieties of synthetic fibres and yarn fabrics, such as nylons, cotton spinners, and doublers, flax, hemp and jute and wool merchants, wool combers, worsted stuff manufacturers, bleachers, and dyers, and makers of vitrol, bleaching, dyeing materials and raw materials and chemical required in the production of synthetic fibres and yarns.
(b) To purchase, comb, prepare, spin, dye and deal in artificial silk and other synthetic fibres and yarns cotton, flax, hemp, jute, wool, silk and fibrous substances.
(c) To weave, knit and otherwise manufacture, buy and sell and deal in artificial silk and other synthetic fibres and yarns, lines, cloth and other goods and fabrics, whether textile, felted, netted or looped.
107. To manufacture, buy, sell, let on hire, and deal in empty cylinders, stoves, engines and other apparatus and conveniences which may seem calculated, directly or indirectly to promote the consumption of gas.

108. To manufacture, brew, distil, process, dehydrate, can, package, buy, sell and deal in confectionary, dry and preserved fruits, juices, vegetables, beer, wines, alcohol and molasses, vanaspati, ghee, vegetable oils, processed food products, ice-cream, candy, milk and milk products, sweets and all other edible produce.
109. To carry on the business of manufactures, dealers, importers, exporters, buyers, sellers, merchants, contractors, brokers, commission agents and moulders of all kind of plastic, PVC, polypropylene, polystrene, plasticizers, polythene and polymers, articles, goods and products of all kinds in the manufacture of which any of the above are used including shoes, pipes and tubes, fittings of all types, conduits, and stabilizers.
110. To carry on the business of manufacturers of all kinds of plastic machinery, apparatus, equipment, utensils and any other articles for any purpose whatsoever and to manufacture, sell, supply and deal in such plastic machinery apparatus, equipment and utensils of all kinds.
111. To carry on the business of agency and manufacturers representatives and to undertake to sell or purchase or keep in deposition under any other terms, goods, articles, merchandise or properties of any kind and to dispose of the same according to the usage of the trade and to secure agencies and represent Indian and Foreign business undertakings dealing in all trades and description of goods and to buy, sell, import, export all kinds of commodities and materials of every description on the basis of commission, brokerage and other modes of remunerations and to do all matters and things incidental thereto and usual with all such business.
112. To carry on the business of dealers in, manufacturers, processors, fabricators, drawers, rollers and re-rollers, of ferrous and non-ferrous metals, steels, bimetal products, copper and copper alloys, alloy steels, special and stainless steels, shaftings, bars, ingots, square from scrap, sponge iron, prestressed pillars, billets, including manufacturing, processing and fabricating of utensils, wires, nails, wire ropes, wire products, screws, expanded metal hinges, plates, hoofs angles and to manufacture any other engineering products including hospital appliances and surgical instruments and to act as exporters and importers and dealers in all such and allied merchandise.
113. To carry on the business of water proofers and manufacturers of India rubber, leather, imitation leather, cloth, plastic, oil cloth, linoleum, tarpaulin, hospital sheetings and surgical bandages.
114. To carry on the business of a water works company in all its branches and to sink wells and shafts and to make, build and construct, lay down and maintain dams, reservoirs, water works, cisterns, culverts, filler-heads, mains and other pipes and appliances and to execute and do all other acts and things necessary or convenient for obtaining, storing, delivering, measuring, distributing and dealing in water.
115. To carry on all or any of the business of seed crushers and manufacturers of and dealers in groundnut, gingely, castor, cotton, mowra, linseed, rape and mustard cakes, oil, extractors by crushing, chemical or any other process, cake, and oil manufacturers, oil refiners, soap boilers, manufacturers of floor cloths and floor covering of every description, makers, and manufacturers of cattle food and feeding and fattening, preparations of every description, makers and manufacturers of artificial manures and fertilizers of every description, meal manufacturers, grain and seed merchants flex, cotton, groundnut, gingelly mowra and castor merchants, cake and corn merchants, millers, flour merchants and biscuit makers.
116. To carry on, establish and promote in India or out side India in any part of the world all or any of the following business viz. business of general merchants, export and import agents, forwarding and commission agents, merchants, executors and administrators, managing agents, insurance agents, mercantile agents, stock brokers underwriters, property agents and contractors.

117. To buy, sell, import, export, or otherwise deal in piece goods, yarns, metal, mineral, hardware, fireworks, timbers, gems, jewellery, plateware, provisions, drains, sanitaryware, leather goods, electrical goods accessories and apparatuses, cotton, hemp and other fibres, oils, spices, drugs, chemicals, hides and other goods, commodities, produce, products and merchandise of all other kinds.
118. To carry on business as owners and publishers of newspapers, journals, magazines, books and other literary works and undertakings in all languages.
119. To carry on business of advertising agents, news agents, agents for all kinds of advertising or publicity schemes shows and conferences.
120. To carry on the business of purchasing, exchanging or otherwise, acquiring any lands, buildings, tenements, and premises to hold or to sell, let out, mortgage, Charge or other-wise deal with all kinds of lands, buildings, tenements and premises whether encumbered or not.
121. To land, clear and forward cargos and goods and carry on business as muccadams and landing and forwarding agents, warehousemen and bonded warehousemen.
122. To carry on business of builders, architects, surveyors, brick and tile makers, lime burners, house and estate agents.
123. To carry on the business of Leasing, Hire - Purchase/Finance and to provide on lease or on hire purchase all types of industrial and office plants, equipment, machinery, vehicles, buildings, telecom products, communication systems, computer hardware/software, data processing equipment and rendering consultancy and project counseling in connection with the above activities.

IV. The liability of members is limited.

- V. a) * The Authorised Share Capital of the Company is Rs.18000,00,00,000/- (Rupees Eighteen Thousand Crore only) divided into 1600,00,00,000 (One Thousand Six Hundred Crore) Equity Shares of Rs.10 (Rupees Ten) each and 20,00,00,000 (Twenty Crore) Preference Shares of Rs.100/- (Rupees One Hundred Only) each.
- b) Minimum paid up Capital shall be Rs. 5,00,000/-(Rupees Five Lacs only).

* As amended pursuant to Order passed by the National Company Law Tribunal (NCLT) Mumbai Bench and Chennai Bench dated 15th December, 2017 and 13th December 2017 respectively, sanctioning the Scheme of Arrangement between Chennai Network Infrastructure Limited and GTL Infrastructure Limited and their respective shareholders and creditors.

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

Name, address, and occupation of each Subscriber	Signature of each Subscriber	Number of shares taken by each Subscriber	Name address description and occupation of witness
GTL Limited, through its Chairman & Managing Director, Manoj G. Tirotkar, S/o Gajanan R. Tirotkar, ES- II, TTC Indl. Area, MIDC, Mahape, Navi Mumbai, 400 701.	Sd/-	49,400	<p>SATISH M. KOTHARE S/O MANGESH D. KTOAHRE B-2, 202, SUKHSHEEL CHS LTD., GHODBUNDER ROAD, CHITALSAR MANPADA, THANE (WEST), 400 602 SERVICE WITNESS TO SUBSCRIBERS NO. 1 TO 7.</p>
Fritz D' Silva, S/o Trasio D'Silva, 1-A Pallonji Mansion, Cuffe Parade, Mumbai - 400 005. Service. Nominee of GTL Limited.	Sd/-	100	
Sadanand D. Patil, S/o Driyandeo Patil, 407, Kamal Appts., Mukherjee Road, Dombivli (E), 421 201. Business. Nominee of GTL Limited.	Sd/-	100	
Charudatta Naik, S/o Kashinath Naik, 15 Jambo Society, TPS 1 st Road, Bandra, West, Mumbai 400 050. Service. Nominee of GTL Limited.	Sd/-	100	
Prakash B Ranjalkar, S/o R. M. Bhaskarrao, Flat No. 501, Panchleela Bldg., Panchsheel Society, Powai, Mumbai 400 076. Service. Nominee of GTL Limited.	Sd/-	100	
Chandrashekhar V. Kane, S/o Vishwanath Kane Block No. 10, Bhagirathi CHSL., Siddheshwar Lane, Kalyan, Dist. Thane, 421 301. Service. Nominee of GTL Limited.	Sd/-	100	
Chelakkara Subramanian Narayan, S/o CLS Mani, B-10, Poorna CHS., Sector 14, Vashi, Navi Mumbai, 400 705, Service. Nominee of GTL Limited.	Sd/-	100	
	Total	50,000 (Fifty Thousand) Equity Shares.	

Dated the 2nd day of January, 2004,
Total Shares taken 50,000 (Fifty Thousand).

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

GTL INFRASTRUCTURE LIMITED

- | | | |
|----|--|-----------------------|
| 1. | Subject as hereinafter otherwise provided the regulations contained in of Table 'A' in the Schedule I of the Companies Act, 1956 shall apply to this Company except so far as they have been impliedly or expressly modified by what is contained in the Articles hereinafter mentioned. | Adoption of Table "A" |
|----|--|-----------------------|

INTERPRETATION

- | | | |
|--------|---|---|
| 2. | In the interpretation of these Articles, the following expressions shall have the following meaning, unless repugnant to the subject or context : | Interpretation Clause |
| (i) | 'The Act' or 'the said Act' means 'The Companies Act, 1956', or any statutory modification or re-enactment thereof for the time being and from time to time in force. | "The Act" or "The said Act" |
| (ii) | 'Auditors' means and includes those persons appointed as such for the time being by the Company. | "Auditors" |
| (iii) | 'The Board' or 'The Board of Directors' means a meeting of the Directors duly called and constituted; or, as the case may be, the Directors assembled at a Board, or the requisite number of Directors entitled to pass a Resolution by circulation in accordance with these Articles or the Directors of the Company collectively. | "The Board" or "The Board of Directors" |
| (iv) | 'Beneficial Owner' means the beneficial owner as defined in clause (a) of Sub-section (1) of Section 2 of the Depositories Act, 1996 and every person holding equity shares of the Company and whose name is entered as in the records of a depository shall be deemed to be a Member of the Company. | Beneficial Owner |
| (v) | 'Capital' means the share capital for the time being or authorised to be raised for the purposes of the Company. | "Capital" |
| (vi) | 'The Company' or 'this Company' means GTL Infrastructure Limited. | "The Company" or "This Company" |
| (vii) | 'Depository Act' means the Depositories Act, 1996 and shall include any statutory modification(s) or re-enactment thereof for the time being in force. | Depository Act |
| (viii) | 'Depository' shall mean a Depository as defined under clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996. | Depository |
| (ix) | 'Debenture' includes debenture-stock and 'Debenture holder' means the registered holder from time to time of the Debentures of the Company. | "Debentures" |
| (x) | 'Director' means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a Board. | "Directors" |
| (xi) | 'Dividend' includes bonus. | "Dividend" |
| (xii) | Words importing the masculine gender also include the feminine gender. | "Gender" |

(xiii)	'Member' means the duly registered holder from time to time of the shares of the Company.	"Member"
(xiv)	'Meeting' or 'General Meeting' means a meeting of Members duly called and constituted in accordance with these Articles and any adjourned holding thereof.	"Meeting", or "General Meeting"
(xv)	'Annual General Meeting' means a General Meeting of the Members held in accordance with the provisions of Section 166 of the Act and any adjourned holding thereof.	"Annual General Meeting"
(xvi)	'Extra-ordinary General Meeting' means a General Meeting of the members [other than an Annual General Meeting] duly called and constituted and any adjourned holding thereof.	"Extra Ordinary Gen-eral Meeting"
(xvii)	'Month' means a calendar month.	"Month"
(xviii)	'Office' means the Registered Office for the time being of the Company.	"Office"
(xix)	'Paid-up' includes credited as paid-up.	"Paid-up"
(xx)	'Persons' includes firms, corporations as well as individuals.	"persons"
(xxi)	'Register of Members' means the Register of Members to be kept pursuant to the Act.	"Register of Members"
(xxii)	'The Registrar' means the Registrar of Companies of the State in which the Office of the Company is for the time being situate.	"The Registrar"
(xxiii)	'Secretary' means any individual possessing the prescribed qualifications appointed to perform the duties which may be performed by a Secretary under the Act and any other ministerial or administrative duties.	"Secretary"
(xxiv)	'Seal' means the Common Seal for the time being of the Company.	"Seal"
(xxv)	'Share' means share in the share capital of the Company and includes stock except where a distinction between stock and share is expressed or implied.	"Share"
(xxvi)	Words importing the singular number includes, where the context admits or requires, the plural number and vice versa.	"Singular Number"
(xxvii)	'Ordinary Resolution' and 'Special Resolution' shall have the meanings assigned thereto by Section 189 of the Act.	"Ordinary Resolution and "Special Resolution"
(xxviii)	'Year' means the Calendar Year and 'Financial Year' shall have the meaning assigned thereto by Section 2 (17) of the Act.	"Year"

CAPITAL

- 3 (a).^{*} The Authorised Share Capital of the Company is Rs. 18000,00,00,000 (Rupees Eighteen Thousand Crores only) divided into 1600,00,00,000 (One Thousand Six Hundred Crore) Equity Shares of Rs 10/- (Rupees Ten only) each and 20,00,00,000 (Twenty Crore) Preference Shares of Rs.100/- (Rupees One Hundred Only) each, with the rights, privileges and conditions attached thereto as provided by the Articles of Association of the Company for the time being in force and to divide the share capital for the time being of the Company into several classes (being those specified in the Companies Act, 1956) and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be permitted by the said Act or provided by the Articles of Association of the Company for the time being in force. Share Capital
- b) Minimum paid-up capital of the Company shall be Rs. 5,00,000/- (Rupees Five Lacs only).
4. Any Unclassified shares of the Company for the time being (whether forming part of the original capital or of any increased capital of the Company) may be issued either with the sanction of the Company in General Meeting or by the Board with such rights and privileges annexed thereto and upon such terms and conditions as the General Meeting sanctioning the issue of such shares may direct, and if no such direction shall be given and in all other cases as the Directors shall determine and, in particular, such shares may be issued with a preferential or qualified right to dividends and in distribution of assets of the Company, and any preference shares may be issued on the terms that they are or at the option of the Company are liable to be redeemed. Unclassified Shares

REDEEMABLE PREFERENCE SHARES

5. Subject to the provisions of Section 80 of the Act, and these Articles, the Company shall have power to issue preference shares, which are or at the option of the Company are, to be liable to be redeemed on such terms and in such manner as the Company may determine. Redeemable Preference Shares.

CUMULATIVE CONVERTIBLE PREFERENCE SHARES

6. The Company may, subject to the provisions of the said Act, issue cumulative convertible preference shares and may convert such Cumulative Convertible Preference Shares into Equity Shares of the Company on such terms and conditions as the Board may deem fit. Cumulative Convertible Preference Shares
7. Except in so far as otherwise provided by the conditions of issue or by these present, any capital raised by the creation of new shares, shall be considered as part of the existing capital, and shall be subject to the provisions herein contained with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise. New Capital

^{*} As amended pursuant to Order passed by the National Company Law Tribunal (NCLT) Mumbai Bench and Chennai Bench dated 15th December, 2017 and 13th December 2017 respectively, sanctioning the Scheme of Arrangement between Chennai Network Infrastructure Limited and GTL Infrastructure Limited and their respective shareholders and creditors..

INCREASE REDUCTION AND ALTERATION OF CAPITAL

8. The Company may from time to time by ordinary resolution in General Meeting increase its share capital by the creation and issue of new shares of such amount as it thinks expedient. Subject to the provisions of the Act, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting

Increase of
Capital

resolving upon the creation thereof shall direct and if no such direction be given, as the Board shall determine. Such shares may be issued with a preferential or qualified right as to dividends, and in the distribution of assets of the Company and with a right of voting at General Meeting of the Company in conformity with Sections 87 and 88 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.

9. (1) Where, at any time after the expiry of two years from the date of formation of the Company or at any time after the expiry of one year from the date of allotment of shares in the Company made for the first time, (whichever earlier) it is proposed to increase the subscribed capital of the Company by allotment of further shares, then such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion (as nearly as circumstance admit) to the capital paid up on those shares at the date, and such offer shall be made in accordance with the provisions of Section 81 of the Act. Provided that notwithstanding anything hereinbefore contained the further shares aforesaid may be offered to any persons, whether or not those persons include the persons, who at the date of the offer, are the holders of the equity shares of the Company in any manner whatsoever :

Right of Equity

- (a) If a special resolution to that effect is passed by the Company in General Meeting; or

- (b) Where no such special resolution is passed if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that General Meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do vote in person or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members so entitled and voting and the Central Government is satisfied on an application made by the Board of Directors in that behalf, that the proposal is most beneficial to the Company.

- (2) Nothing in this Article shall apply to the increase of the subscribed capital caused by the exercise of an option attached to debentures issued or loans raised by the Company to convert such debentures or loans into shares in the Company or to subscribe for shares in the Company (whether such option is conferred by Article 8 or otherwise) provided that the terms of the issue of such debentures or of such loans include a term providing for such option and such terms have been approved by a Special Resolution passed by the Company in General Meeting before the issue of the debentures or the raising of the loans as the case may be and also the same has either been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with the rules, if any, made by the Government in this behalf.

10. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered as part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien, surrender, voting and otherwise. Further issue of capital to be governed by same rules
11. (1) Subject to the provisions of Section 80 of the Act and Article 91 hereof the Company shall have the power to issue preference shares which are, or at the option of the Company, are liable to be redeemed and the redemption may be effected in the manner and subject to the terms and provisions of its issue. Redeemable Preference Share
- (2) On the issue of redeemable Preference Shares under the provisions of clause (1) hereof, the following provisions shall take effect:
- (a) no such shares shall be redeemed except out of profits of the Company which would be otherwise available for dividend or out of the proceeds of a fresh issue of shares, made for the purpose of redemption;
 - (b) no such shares shall be redeemed unless they are fully paid.
 - (c) the premium, if any, payable on redemption must have been provided for out of the profits of the Company or the Company's Share Premium Account before the shares are redeemed.
 - (d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called the 'Capital Redemption Reserve Account' a sum to be redeemed and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 80 of the Act, apply as if the Capital Redemption Reserve Account were paid up share capital of the Company.
12. (a) The Company shall not have the power to buy its own shares unless the consequent reduction of capital is effected and sanctioned in pursuance of Article 13 and in pursuance of Sections 100 to 104 Section 402 or other applicable provisions (if any) of the Act. Restriction on purchase by the Company of its own shares
- (b) Except to the extent permitted by Section 77 or other applicable provisions (if any) of the Act, the Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, provisions of security or otherwise, any financial assistance for the purpose of or in connection with the purchase or subscription made or to be made by any person of or for any shares in the Company.
- (c) The Company shall have power, subject to and in accordance with all applicable provisions of Act, to purchase any of its own fully paid shares whether or not they are redeemable and may make a payment out of the Company's resources, inter-alia including its capital in respect of such purchase.
13. The Company may, subject to the provisions of Sections 78, 80, 100 to 104 (both inclusive) of the Act, from time to time by special Resolution reduce its share capital and any Capital Redemption Reserve Account or other Premium Account in any manner for the time being authorised by law and in particular may pay off any paid-up share capital upon the footing that it may be called up again or otherwise and may, if and so far as is necessary after its Memorandum by reducing the amount of its share capital and of its shares accordingly. This Article is not to derogate from any power the Company would have if it were omitted Reduction of Capital

14. Subject to the provisions of Section 94 of the Act, the Company may in the General Meeting alter the conditions of its Memorandum as follows: Consolidation, division and Sub-division
- (a) Consolidate and divide all or any of the share capital into shares of larger amounts than its existing shares;
 - (b) Sub-divide its shares or any of them into shares of smaller amounts than originally fixed by the Memorandum, so however, that in the sub-division the proportion between the amounts paid and the amounts, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
 - (c) Cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
15. The rights conferred upon the holder of shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith. Issue of further *pari passu* shares not to affect the right of shares already issued

MODIFICATION OF RIGHTS

16. If at any time the share capital is divided into different classes, the rights and privileges attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Sections 106 and 107 of the Act, be modified, commuted, affected, abrogated or varied (whether or not the Company is being wound up) with the consent in writing of the holders of not less than three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class and all the provisions hereinafter contained as to General Meeting shall *mutatis mutandis* apply to every such meeting. Rights attached to any class of shares may be varied
17. The Board shall observe the restrictions as to allotment contained in Sections 69 and 70 of the Act, as the case may be, and shall cause to be filed the returns as to allotment according to Section 75 of the Act. Restriction on allotment

SHARES

18. Subject to the provisions of the Act and of these Articles, the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the control of the Directors who may allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 79 of the Act) at a discount and at such time as they may from time to time think fit or proper, and with full power to give any person the option to be allotted shares of the Company either at par or at a premium or subject as aforesaid, at a discount, such option being exercisable at such times and for such consideration as the Directors think fit. Provided that option or right to call of shares shall not be given to any person without the sanction of the Company in "General Meeting". Shares under the control of the Directors

19. In addition to and without derogating from the power for that purpose conferred on the Directors under Article 18, the Company in general meeting may, by special resolution, determine to issue further shares out of the authorised capital of the Company and may determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or holders of debentures of the Company or not) in such proportions and on such terms and conditions and either at a premium or at par, or (subject to compliance with the provisions of Section 79 of the Act), at a discount, as such general meeting shall determine and with full power to give any person (whether a member or holder of debentures of the Company or not) option or right to call of share of any class of the Company either at a premium or at par or (subject to compliance with the provisions of Section 79 of the Act) at a discount, such option being exercisable at such terms and for such consideration as may be directly by such general meeting of the Company in general meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares, subject to any direction given by the general meeting as aforesaid the provision of Article 68 hereof shall apply to any issue of new shares.

Power of General Meeting to offer shares to such person or persons as the Company may resolve
20. Subject to the provisions of the Act and these Articles, the Directors may allot and issue in the capital of the Company in payment or part payment for any property or assets of any kind whatsoever (including the goodwill of any business) sold or transferred or goods or machinery or know-how supplied, or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of the business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued shall be deemed to be fully paid-up or partly paid-up shares as aforesaid. The Directors shall cause returns to be filed of any such allotment as provided by Section 75 of the Act.

Directors may allot shares as fully paid up
21. The shares in the capital of the Company shall be numbered progressively according to their several denominations and except in the manner hereinafter mentioned, no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

shares to be numbered progressively
22. An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is entered on the Register of Members shall for the purpose of these Articles be a member.

Acceptance of shares
23. The money (if any) which the Directors shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit call or otherwise, in respect of any shares allotted by them shall immediately on the insertion of the name of the allottee in the Register of Members as the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.

Deposit and calls etc. to be a debt payable immediately
24. If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalment every such instalment shall when due, paid to the Company by the person who, for the time being and from time to time, shall be the registered holder of the share or his legal representative.

Installments on shares to be duly paid

25. Except when required by law and in particular by Section 187C of the Act, or ordered by a Court of Competent jurisdiction, the Company shall not be bound to recognise any person as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or interest in any fractional part of a share, or (except only as by these Articles or as ordered by Court of competent jurisdiction or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

Company not bound to recognise any interest in shares other than that of the registered holder

UNDERWRITING AND BROKERAGE

26. The Company may subject to the provision of Section 76 and other applicable provision (if any) of the Act, at any time, pay a commission to any person in consideration of his subscribing or agreeing to subscribe or his procuring or agreeing to procure subscription whether absolutely or conditionally, for any shares in or debentures of the Company but so that the commission does not exceed, in the case of shares, 5% of the price at which the shares are issued and in the case of debentures, 2 1/2% of the price at which the debentures are issued. Such Commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or debentures or partly in the one way and partly in the other. The Company may also on issue of shares or debentures pay such brokerage as may be lawful.

Commission for placing shares, debenture etc.

SHARE CERTIFICATES

27. The certificates of title to the shares shall be issued under the seal of the Company which shall be affixed in the presence of and signed by (i) two Directors (Provided that if the composition of the Board permits, one of the aforesaid two Directors shall be a person other than the Managing or Whole-time Director) and (ii) the Secretary or some other person appointed by the Board for the purpose. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued, indicating the date of issue. A Director may sign the share certificates by affixing his signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the Directors shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

Certificate of Shares

Provided always that notwithstanding anything contained in this Article, the certificates of title to shares may be executed and issued in accordance with such other provisions of the Act, or the rules made thereunder, as may be in force for the time being and from time to time.

28. Every member or allottee of share(s) shall be entitled without payment for each lot of hundred shares of each class or denomination registered in his name in such form as the Directors shall prescribe or approve, specifying the number of share or shares allotted to him and the amount paid thereon. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or of its fractional coupons of requisite value; provided that if the letter of allotment or certificate issued is lost or destroyed the Board may, if the Directors so approve, impose such reasonable terms, if any, as it thinks fit, as to evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating such evidence. In case of issues against letter of acceptance or remuneration or in case of Bonus Shares, the Board may issue certificates for less than 100 Shares.

Member's right to Certificate

- | | |
|---|--|
| <p>29. The Company shall within three months after the allotment of any of its shares or debentures and within one month after the application for the registration of the transfer of any such shares or debentures complete and have ready for delivery the certificate of all shares and debentures allotted or transferred, unless the conditions of issue of the shares or debentures otherwise provide and the Company shall otherwise comply with the requirements of Section 113 and other applicable provisions (if any) of the Act.</p> | <p>Limitation of time for issue of Certificates</p> |
| <p>30. No certificate(s) of any share or shares or debenture or debentures shall be issued either in exchange for those which are sub-divided consolidated in replacement of those which are defaced, torn or those defaced lost or old, decrepit, worn out or rendered useless from any cause whatsoever, or where the cages on the reverse for recording transfers have been fully utilised, unless the certificate in lieu of which they are issued are surrendered to the Company. The Company may charge a fee not exceeding two rupees for this purpose. However, no duplicate certificates shall be issued in lieu of those that are lost or destroyed, without the prior consent of the Board and on such reasonable terms, if any, as to evidence of such loss or destruction and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence as the Board thinks fit.</p> | <p>As to issue of new certificate for splitting up and in place of those defaced lost or destroyed</p> |

CALLS

- | | |
|---|--|
| <p>31. The Board may, from time to time, (by a Resolution passed at the meeting of the Board and not by Resolution by circulation) but subject to the conditions of allotment, make such calls as it thinks fit upon the members in respect of all money unpaid on the shares held by them respectively (whether on account of the nominal value of the shares or by the way of premium) and each member shall pay the amount of every call so made on him to the person and at the times and places appointed by the Board. A call may be made payable by instalments.</p> | <p>Board may make calls</p> |
| <p>32. Where calls are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class. For the purpose of this Article, shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.</p> | <p>Calls on shares of same class to be made on uniform basis</p> |
| <p>33. At least fourteen days' notice of every call, otherwise than on allotment, shall be given specifying the time of payment, and if payable to any person other than the Company, name of the person to whom the call shall be paid. A call may be revoked or postponed at the discretion of the Board.</p> | <p>Notice of call</p> |
| <p>34. A call shall be deemed to have been made at the time when the Resolution of the Board of Directors authorising such call was passed and may be made payable by those members whose names appear on the Register of Members on such date, or, at the discretion of the Board on such subsequent date as shall be fixed by the Board.</p> | <p>Call to date from Resolution</p> |
| <p>35. The Board may, from time to time, at its discretion extend the time fixed for the payment of any call; and may extend such time to all or any of the Members whom the Board may deem fairly entitled to such extension; but no Member shall be entitled to such extension as of right except as a matter of grace and favour.</p> | <p>Directors may extend time</p> |

36. If by the terms of issue of any share, any amount is made payable on allotment or at any fixed time or by installments as fixed time (whether on account of the nominal amount of the share or by way of premium) every such amount or installment shall be payable as if it were a call duly made by the Board and of which due notice has been given and all the provisions herein contained in respect of calls shall relate and apply to such amount or installment accordingly. Sums deemed to be calls
37. If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof, or any such extension thereof as aforesaid, the holder for the time being or allottee of the share(s) in respect of which a call shall have been made or the installment shall be due shall pay interest on the same at such rate as shall be fixed from time to time as the Board shall fix from the day appointed for the payment thereof to the time of actual payment but the Board may waive payment or recovery of such interest wholly or in part from any members. When interest on call or installment payable
38. Neither a judgement nor a decree in favour of the Company for calls or other money due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company or a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided. Judgement decree or partial payment not to preclude forfeiture
39. Subject to the provisions of the Act and these Articles at the trial or bearing of any action or suit brought by the Company against any member or his legal representative for the recovery of any money claimed to be due to the Company in respect of any shares, it shall be sufficient to prove that the name of the member in respect of whose shares, money is sought to be recovered is entered on the Register of Members as the holder of the shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly posted to the member or his representative in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call made was duly convened or constituted nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt. Proof on trial of suit for money due on shares
40. The Board may, if it thinks fit, agree to and receive from any member willing to advance the call, all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid in advance or so much thereof as from time to time and at any time thereafter as exceeds the amount of calls than made upon and due in respect of the shares on account of which such advance has been made, the Board may pay or allow interest at such rate as the member paying such sum in advance and the Board agree upon and the Board may agree to repay at any time any amount so advanced or may at any time repay the amount so advanced either by agreement with the member or otherwise upon giving to such member three months' notice in writing. No member paying any sum in advance shall be entitled to participate in profits or dividend or to voting rights in respect of the money so paid by him until the same would, but for such payment, become presently payable at such rate as the member paying such sum in advance and Payment in advance of calls may carry Interest

the Board agree upon and the Board may agree to repay at any time any amount so advanced or may at any time repay the amount so advanced either by agreement with the member or otherwise upon giving to such member three months' notice in writing. No member paying any sum in advance shall be entitled to participate in profits or dividend or to voting rights in respect of the money so paid by him until the same would, but for such payment, become presently payable.

FORFEITURE, SURRENDER, LIEN

41. If any member fails to pay the whole or any part of any call or instalment or any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, or any such extension thereof as aforesaid the Board may, at any time thereafter, during such time as the call or instalment or any part thereof or other moneys as aforesaid remain unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such member or on the person (if any) entitled to the shares by transmission requiring him to pay such call or instalment or such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all expenses (Legal or otherwise) that may have been incurred by the Company by reason of such non-payment.
If call or installment not paid notice may be given
42. The notice shall name a day (not being less than 14 days from the date of the notice) on or before which and the place or places at which such call, instalment or such part thereof and such other moneys as aforesaid and such interest therein at such rate as the Board shall determine from the day on which such call, instalment or other money ought to have been paid and expenses as aforesaid are to be paid, and if payable to any person other than the Company, the person to whom such payment is to be made. The notice shall also state that in the event of non-payment at or before the time and (if payable to any person other than the Company) at the place appointed the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
Terms of Notice
43. If the requirements of any such notice as aforesaid shall not be complied with any of the shares in respect of which such notice has been given may at any time thereafter but before payment of all calls or instalments, interest and expenses and other money due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividend declared in respect of the forfeited shares and not actually paid before the forfeiture.
44. When any share shall have been so forfeited, an entry of the forfeiture, with the date thereof, shall be made in the Register of Members and notice of the forfeiture shall be given to the member in whose name they stood immediately prior to the forfeiture but no forfeiture shall be in any manner invalidated by any omission or neglect to make any such entry or to give such notice as aforesaid.
Entry of forfeiture in register of members
45. Any shares so forfeited shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the original holder thereof, or to any other person upon such terms and in such manner as the Board shall think fit.
Forfeited shares to be property of the Company and may be sold etc
46. The Board may, at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed off annul the forfeiture thereof upon such conditions as it thinks fit.
Directors may annul forfeiture

47. Any person whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company on demand all calls, instalments, interest, expenses and other money owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of the forfeiture until payment at such rate as the Board may determine and the Board may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture but shall not be under any obligation to do so. Shareholders still liable to pay money owing at the time of forfeiture and interest
48. The forfeiture of a share shall involve the extinction, at the time of the forfeiture, of all interest in and all claims and demands against the Company in respect of the shares forfeited and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved. Effect of forfeiture
49. The board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as it thinks fit. Surrender of Shares
50. The Company shall have no lien on its fully paid shares. In the case of partly paid up shares, the Company shall have a first and paramount lien on such shares registered in the name of each member, whether solely or jointly with others and upon the proceeds of sale thereof for all money called or payable at a fixed time in respect of such shares and whether held solely or jointly with any other persons, and whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and conditions that Article 25 is to have full effect. Any such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article. Company's lien on shares
51. For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made unless a sum in respect of which the lien existing is presently payable and until the expiration of seven days after a notice in writing of the intention to sell shall have been served on such member, his executors or administrators or other legal representatives as the case may be, and default shall have been made by him or them in the payment of the sum payable as aforesaid for seven days after service of such notice. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as aforesaid, the certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect and the Board shall be entitled to issue a new certificate or certificates in lieu thereof to the purchaser or purchasers concerned. As to enforcement of lien by sale

51. For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made unless a sum in respect of which the lien existing is presently payable and until the expiration of seven days after a notice in writing of the intention to sell shall have been served on such member, his executors or administrators or other legal representatives as the case may be, and default shall have been made by him or them in the payment of the sum payable as aforesaid for seven days after service of such notice. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as aforesaid, the certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect and the Board shall be entitled to issue a new certificate or certificates in lieu thereof to the purchaser or purchasers concerned.
52. The net proceeds of any such sale, after payment of the costs of such sale, shall be received by the Company and applied in or towards the satisfaction of such part of the amount in respect of which the lien exists as is presently payable and

As to enforcement of lien by sale

Application of proceeds of sale

the residue, (if any) shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to such member or the person (if any) entitled by transmission to the shares at the date of the sale.

53. A certificate in writing under the hands of two Directors that the call in respect of a share was made, and notice thereof given and that default in payment of the call was made, and that the forfeiture of the share was made by a resolution of the Board to that effect shall be conclusive evidence of the facts stated therein as against all persons claimed to be entitled to such share.
54. Upon any sale after forfeiture or for enforcing a lien in the exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and the Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and he shall not be bound to see to the application of the consideration if any, nor shall his title to the share be affected by an irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the shares and after his name has been entered in the Register of Members in respect of such shares, the validity of the sale shall not be impeached by any person.
55. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall, on demand by the Company, have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.

Evidence of forfeiture

Title of purchaser and allottee at forfeited shares or shares sold or share sold in exercise of lien

Cancellation of share certificates in respect of forfeited shares

TRANSFER AND TRANSMISSION OF SHARES

56. The Company shall keep a book to be called the "Register of Transfers" and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share.

Register of transfer

- | | |
|--|---|
| 57. The Company shall keep a book to be called the 'Register of Renewed and Duplicate Certificates' and therein shall be fairly and distinctly entered the particulars of the issue of renewed and duplicate certificates in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old decrepit, worn out or rendered useless. | Register of Renewed and Duplicate certificates |
| 58. "(1) The instrument of transfer of any share shall be in writing and in such form as may be prescribed by the stock exchange and subject to the provisions of Section 108 of the Act." | Forms of Transfer |
| "(2) Nothing contained in Sub-clause (1) of Article 58 shall apply to transfer of Security effected by the transferor and the transferee both of whom are entered as Beneficial Owners in the records of a Depository." | Beneficial Owner
Deemed as Member |
| "(3) In the case of transfer of shares or other marketable securities where the Company has not issued any certificates and where such shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 together with its amendments, if any, shall apply." | Securities in Fungible form |
| "(4) The provisions contained in this Articles of Association with regard to transfer or transmission of shares, debentures or any other securities shall not apply to transfer or transmission of shares, debentures or any other securities effected by the transferor and the transferee both of whom are entered as beneficial owners in the records of a depository." | Transfer of Depository
Shares and
Debentures |
| "(5) With regard to the rectification of Register of Transfer, all the provisions of Section 111A of the Act, as may be in force from time to time shall also apply." | Rectification of
Register of Transfer |
| "(6) Notwithstanding anything contained in sub-section (1) of Section 113 of the Act or any modification(s) or reenactment(s) thereof, where the shares, debentures or any other securities are dealt with in a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such shares, debentures or any other Securities as far as practicable." | Allotment of Shares
and Debentures under
Depository |
| "(7) Provisions contained in this Articles of Association about recording distinctive numbers of shares or debentures held by each member or debenture holder respectively in the Register of Members or Register of Debenture holders of the Company shall not apply to the shares or debentures or any other securities which are held with a depository." | Distinctive numbers
not required under
Depository |
| "(8) The Register and Index of Beneficial Owners maintained by a depository under Section 11 of the Depositories Act, 1996, shall also be deemed to be a Register and Index of Members and Register and Index of Debenture holders, as the case may be, for the purpose of this Articles of Association and the Act." | Register and Index of
Beneficial Owner |
| 59. (1) An application for the registration of a transfer of the shares in the Company may be made either by the transferor or by the transferee. | Application for Trans-
fer |

- (2) Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.
 - (3) For the purpose of sub-clause (2) above, notice to the transferee shall be deemed to have been given if it is despatched by pre-paid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.
60. Every such instrument of transfer shall be signed by or on behalf of the transferor and by or on behalf of the transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register of Members in respect thereof. Instrument of transfer to be executed by the transferor and transferee
61. The Company shall not register a transfer of shares in the Company unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation if any of the transferee has been delivered to the Company with in the prescribed period along with the certificate relating to the shares, or if no such share certificate is in existence, along with the letter of allotment of the shares. PROVIDED that where on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board that the transferor and by or on behalf of the transferee has been lost, the Company may if the Board thinks fit, register the transfer on such terms as to indemnity as the Board may think fit provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law. Transfer not to be registered except on production of instrument of transfer
62. No share shall in any circumstances be subscribed for or transferred to any person of unsound mind or insolvent.
63. Minors may be allotted fully paid shares in the Company provided the names of their guardians not minors are entered in the Register of Members. Minors as Members
64. (a) Subject to the provisions of the Act and Securities Contracts (Regulation) Act, 1956, the Board may, at its absolute and uncontrolled discretion, decline to register or acknowledge any transfer of shares and shall not be bound to give any reason for such refusal and in particular may so decline in respect of shares upon which the Company has a lien of whilst any money in respect of the shares desired to be transferred or any of them remain unpaid and such refusal shall not be affected by the fact the proposed transferee is already a member. Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except as stated, hereinabove. The registration of the transfer shall be conclusive evidence of the approval by the Board of the transferee. Directors may refuse to register transfer
- (b) Without prejudice to the generality of the foregoing sub Article (A), the Board may refuse an application for transfer of less than 100 equity shares of the Company subject however, to the following exceptions:

- (i) Transfer of Equity Shares made in pursuance of any statutory provisions of an order of a competent Court of Law.
 - (ii) The transfer of the entire Equity Shares by an existing Equity Shareholder holding less than 100 Equity Shares by a single transfer to a single or joint names.
 - (iii) Transfer of the entire holding of Equity shares of a member which is less than 100 to one or more transferees provided that the total holding of the transferee or each of the transferees as the case may be will not be less than 100 shares after the said transfer;
 - (iv) The transfer if not less than 100 Equity Shares in the aggregate in favour of the same transferee in two or more transfer deeds, submitted together within which one or more relates to the transfer of less than 100 Equity Shares.
65. If the Company refuses to register the transfer of any share or transmission of any right therein, the Company shall, within one month from the date on which the instrument of transfer or intimation of transmission was lodged with the Company, send notice of refusal to transferee and transferor or to the person giving intimation of the transmission, as the case may be, and thereupon the provisions of Section III of the Act or any statutory modification or reenactment thereof shall apply. Notice of renewal to be given to the transferor and transferee
66. A transfer of a share in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer. Transfer by legal representative
67. The instrument of transfer after registration shall be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall, on demand be returned to the person depositing the same. The Board may cause to be destroyed all transfer deeds, instruments of transfer lying with the Company for a period of five years or more. Custody of instrument of transfer
68. The Board shall have power on giving not less than seven day's previous notice by advertisement as required by Section 154 of the Act, to close the transfer books of the Company, the Register of Members or the Register of Debenture-holder at such time or times and for such period or periods of time not exceeding in the whole 45 days in each year not exceeding 30 days at a time, as to it may deem fit. Closure of Transfer Books
69. The executors or administrators or a holder of a Succession Certificate in respect of the estate of a deceased member, not being one of two or more jointholders shall be the only person recognised by the Company as having any title to the shares registered in the name of such deceased member and the Company shall not be bound to recognise such executors or administrators unless such executors or administrators shall have first obtained Probate or Letters of Administration as the case may be, from a duly constituted Court in India, provided that in any case where the Board in its absolute discretion thinks fit, it may dispense with the production of Probate or Letters of Administration or Succession Certificate upon such terms as to indemnify or otherwise as the Board in its absolute discretion may think necessary and under Article 70, register the name of any person who claims to be absolutely entitled to the shares standing in the name of deceased member as a member. Title of shares of deceased holder

- | | |
|--|---|
| 70. Subject to the provisions contained in Article 69 hereof, any person becoming entitled to a share in consequence of the death, lunacy or insolvency of any member, or by any lawful means other than by a transfer in accordance with these Articles, upon producing proper evidence of the grant of Probate or Letters of Administration or Succession Certificate or such other evidence that he sustains the character in respect of which he purports to act under this Article or of his title to the shares as the Board thinks sufficient may, with the consent of the Board (which it shall not be under any obligation to give), either be registered as a member in respect of such shares, or elect, to have some person nominated by him and approved by the Board registered as a member in respect of such shares provided that if such person shall elect to have nominee registered, he shall rectify his election by executing in favour of his nominee an instrument of transfer in accordance with these Articles and until he does so he shall not be free from any liability in respect of such shares. This Article is herein referred to as "the Transmission Article". | Transmission Article |
| 71. Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration. | Refusal to register in case of transmission |
| 72. A person entitled to a share by transmission shall subject to the right of the Directors to retain such dividends or money as hereinafter provided, be entitled to the same dividends and other advantages be which he would be entitled if he were the registered holder of the shares, except that he shall not before being registered as a member in respect of the shares, be entitled to exercise any right conferred by membership in relation to meetings of the Company. | Person entitled may receive dividend without being registered as member |
| 73. Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or unless an indemnity be given to the Company with regard to such registration which the Directors as their discretion shall consider sufficient provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity. | Board may require evidence of transmission |
| 74. The Board shall not charge any fee for registration of transfer or transmission or power of attorney in respect of shares or debentures of the Company. | No fee on transfer or transmission or Power of attorney |
| 75. The Company shall incur no liability or responsibility whatsoever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest (to or in such shares not with standing that the Company may have notice of equitable right, title or interest) or may have received a notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company, and save as provided in the Act, the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board so think fit. | Company not liable for disregard of a notice prohibiting registration of transfer |

JOINT HOLDERS

76. Where two or more persons are registered as the holders of any shares they shall be deemed to hold the same as joint-holders with benefits of survivorship subject to the following and other provisions contained in the Articles:- Joint-holders
- (a) the Company shall be entitled to decline to register more than four persons as the holders of any shares; the joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share. Board may require evidence of transmission
- (b) On the death of any such joint-holders the survivor or survivors shall be only person or persons recognised by the Company as having any title to the shares but the Board may require such evidence of death as it may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability in respect of the shares held by him jointly with any other person.
- (c) only the person whose name stands first in the Register of Members may give effectual receipts for any dividends or other money payable in respect of such shares.
- (d) only the person whose name stands first in the Register of Members as one of the joint-holders of any shares shall be entitled to delivery of the certificate relating to such share or to receive documents (which expression shall be deemed to include all documents referred to in Article 203) from the Company and any documents served on or sent to such person shall be deemed service on all the joint-holders.
- (e) any one of two or more joint-holders may vote at any meeting either personally or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy then that one of such persons so present whose name stands first or higher (as the case may be) on the Register of Members in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint-holders shall be entitled to be present at the meeting. Provided always that a joint-holder present at any meeting personally shall be entitled to vote in preference to a joint-holder present by proxy although the name of such joint holder present by proxy stands first or higher in the Register of Members in respect of such shares. Several executors or administrators of a deceased members in whose (deceased member's) sole name any share stands shall for the purpose of this sub-clause be deemed joint-holders.

BORROWING POWERS

77. Subject to the provisions of the Act and these Articles and without prejudice to the other powers conferred by these Articles, the Board shall have the power from time to time at its discretion by a resolution passed at a meeting of the Board and not by Resolution by circulation, to accept deposits from Members either in advance of calls or otherwise, and generally raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company provided that the total amount to be borrowed at any time together with the money already borrowed from the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business), shall not without the consent of the Company in General Meeting, exceed the aggregate of the paid-up Power to Borrow

capital of the Company and its free reserves that is to say reserves not set apart for any specific purpose. Such consent shall be obtained by an ordinary resolution which shall provide for the total amount upto which money may be borrowed by the Board. The expression "temporary loans" in this Article means loans repayable on demand or within six months from the date of the loan such as short term loans, cash credit arrangements, discounting of bills and the issue of other short-term loans of seasonal character.

78. Subject to the provisions of the Act and these Articles the Board may, by a resolution passed at a meeting of the Board and not by resolution by circulation, secure the payment of such sum or sums in such manner as it thinks fit and particularly by issue of bonds perpetual or redeemable debentures or debenture-stock, or any mortgage or charge or other security on the undertaking or the whole or any part or the property of the Company (both present and future) including its uncalled capital for the time being. Conditions on which money may be borrowed
79. Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company shall be under the control of the Board who may issue them upon such terms and conditions and in such manner and for such consideration as it shall consider to be for the benefit of the Company. Bonds, debentures etc. to be subject to control of Directors
80. Debentures, debenture-stock, bonds or other securities may be assignable free from any equities between the Company and the person to whom the same may be issued. Securities may be assignable free from equities
81. Subject to the provisions of the Act and these Articles any bonds, debentures, debenture-stock or other securities may be issued at a discount premium or otherwise and with any special rights, privileges and conditions as to redemption, surrender, drawings, allotment of shares as to attending (but not voting) at general meeting, as to appointment of Directors or otherwise. Provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting, accorded by a Special / Ordinary Resolution. Condition on which bonds, debentures etc. may be issued
82. If any uncalled capital of the Company is included in or charged by way of mortgage or other security by the Board, the Board shall, subject to the provisions of the Act and these Articles, make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed or, if permitted by the Act, may be instrument under seal, authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to receive money on call from the members in respect of such uncalled capital and the provisions hereinbefore contained in regard to calls shall mutatis mutandis apply to calls made 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' powers or otherwise and shall be assignable if expressed so to be. Mortgage on uncalled capital
83. Subject to the provisions of the Act and these Articles, if the Directors or any of them or any other person shall incur or be about to incur any Liability whether as principal or Surety 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 said from any loss in respect of such liability. Indemnity may be given

GENERAL MEETINGS

84. (1) Subject to the provisions of Sections 166 and 210 of the Act, the Company shall, in addition to any other meetings, hold a general meeting (hereinafter called an "Annual General Meeting") at the intervals and in accordance with the provisions herein specified. The Company shall hold its first Annual General Meeting within eighteen months from the date of its incorporation of the Company and if such General Meeting is held within that period, it shall not be necessary for the Company to hold any Annual General Meeting in the year of its incorporation or in the following year, but subject to the aforesaid provisions, the Annual General Meeting shall be held at least once in every calendar year and not more than fifteen months shall elapse between the date of one Annual General Meeting and the next; Provided however that if the Registrar of Companies shall have for any special reason extend the time within which any Annual General Meeting shall be held by a further period not exceeding three months, the Annual General Meeting may be held within the additional time fixed by the Registrar. Annual General Meeting
- (2) Every Annual General Meeting shall be called at a time during business hours and on such day (not being public holiday) as the Board may from time to time determine and it shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situated as the Board may determine. The Company may by a resolution passed at one Annual General Meeting, fix the time for its subsequent Annual General Meeting. The notice calling the meeting shall specify it as the Annual General Meeting.
- (3) The Company shall hold within the prescribed period specified in section 165 of the Act, a general meeting of the members of the Company which shall be called Statutory Meeting.
85. (1) All General Meeting other than the Annual General Meetings shall be called "Extra Ordinary General Meetings". The Board of Directors may call an Extraordinary General Meeting whenever they think fit. Extraordinary General Meeting
- (2) The Board of Directors shall, on the requisition of such number of members of the Company holding, in regard to any matter at the date of deposit of the requisition, not less than one-tenth of such of the paid-up capital of the Company upon which all calls or other money then due shall have been paid as at that date carries the right of voting in regard to that matter, forthwith proceed duly to call on Extraordinary General Meeting of the Company and the provisions of Section 169 of the Act and the provisions hereinbelow contained shall be applicable to such meeting.
- (3) The requisition shall set out in the matters for the consideration of which the meeting is to be called shall be signed by the requisitionists, and shall be deposited at the Registered Office of the Company.
- (4) The requisition may consist of several documents of the like from, each signed by one or more requisitionists.
- (5) Where two or more distinct matters are specified in the requisition, the provisions of clause (1) above shall apply separately in regard to each such matter and the requisition shall accordingly be valid only in respect of those matters in regard to which the condition specified in that clause is fulfilled.

- (6) If the Board does not, within twenty-one days from the date of the deposit of a valid requisition in regard to any matter, proceed duly to call a meeting for the consideration of those matters on a day not later than forty-five days from the date of the deposit of the requisition, the meeting may be called by the requisitionists themselves or by such of the requisitionists as represent either a majority in value of the paid up share capital held by all of them or not less than one-tenth of such of the paid up share capital of the Company as is referred to in Clause (2) above whichever is less.
 - (7) A meeting called under Clause (6) above by the requisitionists or any of them shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board, but shall not be held after the expiration of three months from the date of the deposit of the requisition.
 - (8) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be repaid to the requisitionists by the Company, and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors as were in default.
 - (9) If at any time there are not within India sufficient Directors capable of acting to form a quorum, or if the number of Directors be reduced in number to less than the minimum number of Directors prescribed by these Articles and the continuing Directors fall or neglect to increase the number of Directors to that number or to convene a general meeting, any Director or any two or more members of the Company holding not less than one-tenth of the total paid up share capital of the Company may call an Extra-ordinary General Meeting in the same manner as nearly as possible as that in which meetings may be called by the Directors.
86. (1) A General Meeting of the Company may be called by giving not less than twenty-one day's notice in writing. Notice of Meeting
- (2) However a General Meeting may be called after giving shorter notice than 21 days, if the consent is accorded thereto.
- (i) in the case of an Annual General Meeting by all the members entitled to vote thereat; and
 - (ii) in the case of other meeting, by members of the Company holding not less than 95 per cent of such part of the paid-up share capital of the Company as gives a right to vote at that meeting;
- PROVIDED that where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for the purposes of this clause in respect of the former resolution or resolutions and not in respect of the latter.
87. (1) Every notice of a meeting of the Company shall specify the place, the date and hour of the meeting and shall contain a statement of the business to be transacted thereat. The Notice/ Agenda of such General Meeting shall be in English and shall not contain a miscellaneous designation such as "other Matter". Contents of Notice
- (2) In every notice shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of himself, and that a proxy need not be a member of the Company.

88. (1) In the case of an Annual General Meeting all business to be transacted at the meeting shall be deemed special with the exception of business relating to :-

- (i) the consideration of the Accounts, Balance Sheet and Profit and Loss Account and the Report of Board of Directors and the Auditors.
- (ii) the declaration of dividend;
- (iii) the appointment of Directors in the place of those retiring;
- (iv) the appointment of and the fixing of the remuneration of the Auditors.

(2) In the case of any other meeting all business shall be deemed special.

(3) Where any item of business to be transacted at the meeting is deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business including in particular, the nature of the concern or interest if any, therein of every Director and of the Manager, if any, of the Company provided that where any item of special business as aforesaid to be transacted at a meeting of the Company relates to, or affects, any other Company, the extent of the shareholding interest in the other company of every Director and the Manager, if any, of the Company shall also be set out in the explanatory statement, if the extent of such shareholding interest is not less than 20 per cent of the paid-up share capital of that other company.

(4) Where any item of business to be transacted at the meeting consists of according the approval of the meeting to any document, the time and place where the document can be inspected shall be specified in the explanatory statement.

89. Notice of every meeting shall be given to every member of the Company in any manner authorised by sub-sections (1) to (4) of Section 53 of the Act and by these Articles, it shall be given to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name; or by the title of the Representative of the Deceased or assignee of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been supplied by giving the notice or in any manner in which it might have been given if the death or insolvency had not occurred. Provided that where notice of a meeting is given by advertising the same in a newspaper circulating in the neighbourhood of the registered office of the Company under sub-section (3) of Section 53 of the Act, the explanatory statement need not be annexed to the notice as required by Section 173 of the said Act, but it shall be mentioned in the advertisement that the statement has been forwarded to the members of the Company.

Service of Notice

90. Notice of every meeting of the Company and every other communication relating to any general meeting of the Company which any member of the Company is entitled to have sent to him, shall be given to the Auditor or Auditors for the time being of the Company, in the Company, in the manner authorised by Section 53 of the Act, as in the case of any member or members of the Company.

Notice to be given to the Auditors

91. The accidental omission to give notice of any meeting to or the non-receipt of any notice by member or other person to whom it should be given shall not invalidate the proceedings at the meeting or the resolutions passed thereat. As to omission to give Notice

92. (1) Where, by any provision contained in the Act or in these Articles Special Notice is required of any resolution notice of the intention to move the resolution shall be given to the Company not less than fourteen days before the meeting at which it is to be moved exclusive of the days on which the notice is served or deemed to be served and the day of the meeting. Resolutions requiring special notice

- (2) The Company shall, immediately after the notice of the intention to move any such resolution has been received by it give its members notice of the resolution in the same manner as it gives notice of the meeting or if that is not practicable, shall give them notice thereof either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by the Articles, not less than seven days before the meeting.

PROCEEDINGS AT GENERAL MEETINGS

93. Five members entitled to vote and present in person shall be a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the meeting. Quorum at General Meeting
94. If within half an hour after the time appointed for the holding of a General Meeting a quorum be not present, the meeting, if convened on the requisition of members shall be dissolved and in every other case, shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day, time and place as the Board may by notice to the member appoint. If at such adjourned meeting a quorum be not present within half an hour, those members present shall be a quorum and may transact the business for which the meeting was called. Proceedings when quorum not present
95. No business shall be transacted any adjourned meeting other than the business which ought to have been transacted at the meeting from which the adjournment took place. Business at adjourned meetings
96. The Chairman of the Board of Directors shall be entitled to take the chair at every General Meeting. If there be no Chairman or if at any meeting, he shall not be present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Directors present may choose one of their members as Chairman, and if no such Director be present or if all the Directors present decline to take the Chair, the members present shall choose one of their members to be the Chairman of the meeting. Chairman

97. (1) No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant. Business confined to election of Chairman
- (2) If a poll is demanded on the election of the Chairman it shall be taken forthwith in accordance with the provisions of the Act and these Articles, the Chairman so elected on a show of hands exercising all the powers of the Chairman under the Act and these Articles.
- (3) If some other person is elected Chairman as a result of the poll he shall be Chairman for the rest of the meeting.
98. The Chairman, with the consent of any meeting at which a quorum is present may adjourn any meeting from time to time and from place to place in the city or town or village in which the Registered Office of the Company is situate. Chairman with consent may adjourn meeting
99. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. Notice to be given where a meeting is adjourned for thirty days or more
100. At any General Meeting, a resolution put to the vote of the meeting shall unless a poll is (before or on the declaration of the result on a show of hands) demanded, be decided on a show of hands and unless a poll is so demanded a declaration by the Chairman that a Resolution has or a show of hands been carried, either unanimously or by a particular majority or lost and an entry to that effect in the books containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such Resolution. Evidence of the passing of a resolution when poll not demanded
101. Before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by at least five members having the right to vote on the resolution and present in person or by proxy, or by a representative duly authorised under Section 187 of the Act in case the member is company or a corporation either registered in India or abroad or by any member or members present in person or by proxy and having not less than one-tenth of the total voting power in respect of the resolution or by any member or members present in person or by proxy and holding shares in the Company, conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up which is not less than one-tenth of the total sum paid-up on all the shares conferring that right. The demand for a poll may be withdrawn at any time by the person or persons who made the demand. Demand for poll
102. A poll demanded on any question (other than the election of the Chairman or on a question of adjournment, which shall be taken forthwith) shall be taken at such place in the city, town or village in which the Registered Office of the Company is situate and at such time not being later than forty-eight hours from the time when the demand was made as the Chairman may direct. Subject to the provisions of the Act the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken including the power to take the poll by open voting or by secret ballot and either at once or after the interval or adjournment or otherwise and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken. Time and manner of taking poll

103. When a poll is to be taken the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him. The Chairman shall have the power at any time before the result of the poll is declared to remove a scrutineers arising from such removal or from any other cause. Of the scrutineers appointed under this Article, one shall always be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed. Scrutineers at poll
104. The demand for a poll shall not prevent the continuance of a meeting for transaction of any business other than the question on which the poll has been demanded. Demand for Poll not to prevent transaction or other business
105. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands has taken place, or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled as a member. Resolution how decided in case of other business
106. The Company shall cause minutes of all proceedings of every General Meeting to be kept in accordance with the provisions of the Act, by making, within thirty days of the conclusion of each such meeting, entries thereof in books kept for that purpose with their pages consecutively numbered. Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the meeting within the aforesaid period of thirty days or in the event of the death or inability of the Chairman within that period, by a Director duly authorised by the Board for that purpose. In no case the minutes of the proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise. Any such minutes kept as aforesaid shall be evidence of the proceedings recorded therein. Minutes of General Meeting
107. The books containing the aforesaid minutes shall be kept at the Registered Office and be open during business hours for the inspection of any member without charge subject to such reasonable restrictions as the Company may by these Articles or in General Meeting impose in accordance with Section 196 of the Act. Any member shall be entitled to be furnished within seven days after he had made a request in that behalf to the Company, with a copy of the minutes on payment of thirty-seven paise for every one hundred words or fractional part thereof required to be copied. Inspection of Minutes book of general meeting

VOTES OF MEMBERS

108. Subject to the provisions of the Act and the Articles, votes may be given either personally or by proxy or in the case of a body corporate also by a representative duly authorised under Section 187 of the Act. Votes may be given by Proxy or Attorney
109. Subject to the provisions of the Act :-
- (a) On a show of hands, every holder of equity shares entitled to vote and present in person shall have one vote and upon a poll every holder of equity shares entitled to vote and present in person or by proxy shall have one vote for every equity share held by him. Votes of Members
 - (b) Every holder of a preference share in the capital of the Company shall be entitled to vote at a General Meeting of the Company only in accordance with the limitations and provisions laid down in Section 87(2) of the Act.
110. Any person entitled under the Transmission Article (Article 70 hereof) to transfer any shares may vote at any General Meeting in respect thereof as if he was the registered holder of such shares provided that at least forty-eight hours before the time of holding of the meeting or adjourned meeting as the case may be at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares and give such indemnity, if any, as the Directors may require unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof. Votes in respect of shares of deceased and insolvent members
111. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote whether on a show of hands or on a poll, by his committee or other legal guardian and any such committee or guardian may, on a poll, vote by proxy. Vote of members of unsound mind
112. Subject to the provisions of the Act, no member shall be entitled to vote at any General Meeting either personally or by proxy or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member or in regard to which the Company has, and has exercised, any right of lien. No member to vote unless calls are paid up

113. On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be need not, if he votes, use all his votes or cast in the same way all the votes he uses. Right of member to use his vote
114. Any member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself but a proxy so appointed shall not have any right to speak at the meeting. A member present by proxy shall be entitled to vote only on a poll. Proxies
115. Every proxy shall be appointed by an instrument in writing signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it. Appointment of Proxy
116. (1) The instrument of proxy shall be deposited at the office of the Company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution except in the case of the adjournment of any meeting first held previously to the expiration of such time. Deposit of instrument of proxy
- (2) Every member entitled to vote at a meeting of the Company according to the provisions of these Articles on a resolution to be moved thereat, shall be entitled, during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged at any time during the business hours of the Company provided not less than three day's notice in writing of the intention so to inspect is given to the Company.
117. An instrument appointing a proxy shall be in such form as may be prescribed by the Act from time to time. Form of Proxy
118. If any such instrument be continued to the object of appointing a proxy for voting at a meeting of the Company, it shall remain permanently or for such time as the Directors may determine, in the custody of the Company, and if embracing other objects a copy thereof, examined with the original, shall be delivered to the Company to remain in the custody of the Company. Custody of the instrument of proxy
119. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or subsequent insanity of the principal or
revocation of the proxy under which such proxy was signed or the transfer of the shares in respect of which the vote is given provided that no intimation in writing of the death, insanity, revocation or transfer shall have been received at the office of the Company before the meeting. death of members etc.
120. Subject to the provisions of the Act and these Articles, no objection shall be made to the validity of any vote except at the meeting or poll at which such vote is tendered and every vote whether given personally or by proxy or by any means hereby authorised, and not disallowed at such meeting or poll be deemed valid for all purposes of such meeting or poll whatsoever. Time for objection to vote
121. Subject to the provisions of the Act and these Articles, the Chairman of any meeting shall be the sole judge of the validity of every vote tendered or given at such meeting and subject as aforesaid, the Chairman present at the time of taking of a poll shall be the sole judge of the validity of every vote tendered as such poll. Chairman of any meeting to be the judge of validity of any vote

DIRECTORS

122. Subject to the provisions of Section 259 of the Act, the number of Directors (excluding alternate directors) shall not be less than three, and unless otherwise determined by the Company in General Meeting, more than eighteen (including debenture, special and nominee Directors nominated by any of the financial institutions).

Number of Directors

123. (a) The Company shall subject to the provisions of the Act, be entitled to agree with any person, firm or corporation, that he or it shall have the right to appoint his or its nominee or nominees on the Board of Directors of the Company upon such terms and conditions as the Company may deem fit. Such nominees and their successors in office appointed under this article shall be called Special Directors of the Company.

Special Directors

(b) Special Directors appointed thereof shall be entitled to hold office until requested to retire by the person, Firm or Corporation which may have appointed him/them and will not be liable to retire by rotation, as and when such Special Director vacate office whether upon request as aforesaid or by death, resignation or otherwise, the person, Firm or Corporation who or which appointed such Directors may appoint any other Director in his place. A Special Director may, at any time by notice in writing to the Company resign his office, subject as may appoint any other Director in his place. A Special Director may at any time by notice in writing to the Company resign his at any time by notice in writing to the Company resign his office, subject as aforesaid a Special Director shall be entitled to the same obligations as any other Directors of the Company.

124. The first Directors of the Company shall be :-

- (1) MR. CHARUDATTA NAIK
- (2) MR. PRAKASH RANJALKAR
- (3) MR. CHANDRASHEKHAR KANE

125. The Special Directors appointed hereof shall be entitled to hold office until requested to retire by the person, Firm or Corporation which may have appointed him/them and will not be liable to retire by rotation. As and when Special Director vacates office whether upon request as aforesaid or by death, resignation or otherwise, the person, firm or corporation who or which appointed such Director may appoint any other Director in his place. A Special Director may, at any time, by notice in writing to the Company resign his office. Subject as aforesaid a Special Director shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

NOMINEE DIRECTOR

126. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), The Industrial Credit and Investment Corporation of India Limited (ICICI), Life Insurance Corporation of India (LIC), Gujarat Industrial Investment Corporation Limited (GIIC), or to any other Finance Corporation or Credit Corporation or to any other Financing Company or body or any Bank out of any loans granted by them to the Company or so long as IDBI, IFCI, ICICI, LIC, GIIC, GSFC and Unit Trust of India (UTI) or any other Financing Corporation or Credit Corporation or any other Financing Company or Body or any Bank (each of which IDBI, IFCI, ICICI, LIC, GIIC, GSFC and UTI or any other Finance Corporation or Credit Corporation or any other Financing Company or Body or any Bank is hereinafter in this Article referred to as "the Corporation") continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time any person or persons as a Director or Directors, whole-time or non-Whole-time, which Director or Directors is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person so appointed and to appoint any person or persons in his or their place/s.)

Nominee Director

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of the Corporation, such Nominee Director/s shall not be liable to retirement by rotation of directors. Subject as aforesaid, Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligation as any other Director of the Company.

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds Debentures in the Company as a result of direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold Debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of any Guarantee furnished by the Corporation.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings. Board Meetings and of the Meetings of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses which the other Directors of the Company are entitled, but if any other fees, commission, moneys or remuneration in any form is payable to the Directors of the Company the fees, commission, moneys and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director/s.

Provided that if any such Nominee Director is an Officer of the Corporation the sitting fees, in-relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

127. Any Trust Deed for securing debentures or debenture-stock may, if so arranged, provide for the appointment from time to time by the Trustees thereof or by the holders of the debentures or debenture-stock of some person to be a Director of the Company and may empower such trustees or holders of debentures or debenture-stock from time to time to remove any Director so appointed. The Director appointed under this Article is herein referred to as the "Debenture Director" and the term "Debenture Director" means the Director for the time being in office under this Article. The Debenture Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or, subject to the provisions of the Act, be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.
- Appointment of
Debenture Directors
128. The Board may appoint any person who is recommended for such appointment by a Director (hereinafter called "the Original Director") to act as an Alternate Director for him during his absence for a period of not less than three months from the State in which the Meetings of the Board are ordinarily held and such appointee, whilst he holds office as an Alternate
- Alternate Director
- Director shall be entitled to notice of Meetings of the Directors and to vote thereat accordingly and to the same rights and privileges as the Original Directors. An Alternate Director appointed under this Article shall not hold office as such for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to the said State. If the term of office of the Original Director is determined before he so returns to the State as aforesaid any provisions in the Act or in the Article for the automatic reappointment of a Retiring Director in default of any other appointment shall apply to the Original Director and not to the Alternate Director.
129. Subject to the provisions of the Act and the Articles if the office of any Director is vacated before his term of office will expire in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board. Any person so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office, if the vacancy has not occurred.
- Casual vacancy

- | | |
|--|--|
| <p>130. Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint a person or persons as an Additional Director or Directors. Such Additional Director shall hold office only upto the date of the next Annual General Meeting of the Company, but shall be eligible for re-election at that meeting as a Director, provided that, the number of Directors and the Additional Directors together, shall not exceed the maximum strength fixed by the Board by Article 122 thereof.</p> | <p>Appointment of Additional directors</p> |
| <p>131. A Director of the Company shall not be bound to hold any qualification shares.</p> | <p>Qualification of Directors</p> |
| <p>132. Subject to the provisions of Sections 198, 309, 310, 311 and 314 of the Act, the remuneration payable to the Directors of the Company shall be as hereinafter provided.</p> | <p>Remuneration of Directors</p> |
- (1) Subject to the provisions of the aforesaid Sections, each of the Directors of the Company (inclusive of the Chairman) shall be entitled to payment of a sum as may be prescribed in the Act from time to time for each meeting of the Board or of one or more Committees of the Board attended by him or such lesser amount as the Directors may agree to accept from time to time. The Directors shall be paid such further remuneration, if any, either on the basis of percentage on the net profits of the Company or otherwise, as the Company in General Meeting shall from time to time determine, and such additional remuneration and further remuneration shall be divided amongst the Directors in such proportion and manner as the Board may from time to time determine, and in default of such determination, shall be divided amongst the Directors equally.
 - (2) The Board of Directors may in addition allow and pay to any Director who is not a bonafide resident of the place where a meeting of the Board or Committee or a General Meeting of the Company is held and who shall come to that place for the purpose of attending the meeting, such sum as the Board may consider fair compensation for his travelling, hotel, boarding, lodging and other expenses incurred in addition to his fee for attending or returning from meetings of the Board of Directors or any Committee thereof or General Meetings of the Company.
 - (3) Subject to the limitations provided by the Act and the Article, if any Director shall be called upon to go or reside out of his usual place of residence on the Company's business or otherwise perform extra services outside the scope of his ordinary duties, the Board may arrange with such Director for such special remuneration for such service either by way of salary, commission or the payment of a stated sum of money as they shall think fit, in addition to or in substitution of his remuneration above provided, and all the Directors shall be entitled to be paid or reimbursed or repaid any travelling, hotel and other expenses incurred or to be incurred in connection with the business of the Company and also to be reimbursed all fees for filing all documents which they may be required to file under the provision of the Act.

133. The continuing Directors may act notwithstanding any vacancy in their body but subject to the provisions of the Act, if the number falls below the minimum number above fixed and notwithstanding the absence of a quorum, the continuing Directors may act for the purpose of increasing the number of Directors to the minimum fixed or for summoning a General Meeting of the Company. Directors may act notwithstanding vacancy
134. (1) Subject to the provisions of Section 283(2) of the Act, the office of a Director shall become vacant if : When Office of Director to become vacant
- (a) he is found to be of unsound mind by a Court of competent jurisdiction; or
 - (b) he applies to be adjudicated an insolvent; or
 - (c) he is adjudged an insolvent; or
 - (d) he fails to pay any call made on him in respect of shares of the Company held by him whether alone or jointly with others, within six months from the last date fixed for the payment of the call unless the Central Government has by notification in the Official Gazette removed the disqualification incurred by such failure; or
 - (e) he holds any office or place of profit under the Company or any subsidiary thereof in contravention of Section 314 of the Act; or
 - (f) he absents himself from three consecutive meetings of the Board or from all meetings of the Board for a continuous period of three months, whichever is longer, without obtaining leave of absence from the Board or
 - (g) he becomes disqualified by an Order of the Court under Section 203 of the Act; or
 - (h) he is removed in pursuance of Section 284 of the Act; or
 - (i) he (whether he himself or by any person for his benefit or on his account) or any firm in which he is a partner or any private company of which he is a Director accepts a loan or any guarantee or security of a loan from the Company in contravention of Section 295 of the Act; or
 - (j) he acts in contravention of Section 299 of the Act, and by virtue of such contravention shall have been deemed under the Act to have vacated office; or
 - (k) he is convicted by a Court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months; or
 - (l) he having been appointed a Director by virtue of his holding any office or other employment in the Company, ceases to hold such office or other employment in the Company.
- (2) Subject to the provisions of the Act, a Director may resign his office at any time by Notice in writing addressed to the Company or to the Board.

135. (1) Subject to the provisions of sub-clauses (2), (3), (4) and (5) of this Article and the restrictions imposed by Article 141 and the other Articles hereof and the Act and the observation and fulfilment thereof, no Director shall be disqualified from his office by contracting with the Company for any purpose and in any capacity whatsoever including either as vendor, purchaser, agent, broker, underwriter of shares and debentures of the Company or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relationship thereby established, but it is hereby declared that nature of his interest must be disclosed by him as provided by subclauses (2), (3) and (4) hereof. Directors may contract with Company
- (2) Every Director who is in any way whether directly, or indirectly concerned or interested in any contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at meeting of the Board of Directors or as provided in sub-clause (3) hereof ;
- (a) In the case of a proposed contract or arrangement, the disclosure required to be made by a Director under sub-clause (2) above shall be made at the meeting of Board at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of the meeting, concerned or interested in the proposed contract or arrangement, at the first meeting of the Board, held after he becomes so concerned or interested.
- (b) In the case of any other contract or arrangement, the required disclosure shall be made at the first meeting of the Board, held after the Director becomes concerned or interested in the contract or arrangement.
- (3) For the purpose of this Article, a General Notice given to the Board of Directors by a Director to the effect that he is a Director or member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may after the date of the Notice be entered into with that body corporate or firm shall be deemed to be sufficient disclosure of such concern or interest in relation to any contract or arrangement so made. Such General Notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. The General Notice as aforesaid and any renewal thereof shall be of no effect unless either it is given at a meeting of the Board of Directors or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.
- (4) Nothing contained in sub-clauses (2) and (3) hereof shall apply to any contract or arrangement entered into or to be entered into between the Company and any other company where any one of the Directors of the Company or two or more of them together holds or hold not more than two percent of the paid up share capital in the other company.

(5) A Director shall not take any part in the discussions of or vote on any contract or arrangement entered into, or to be entered into, by or on behalf of the Company, if he is in any way directly or indirectly, concerned or interested in the contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussions or vote; and if he does vote, his vote shall be void; Provided that this prohibition shall not apply.

(i) to any contract or Indemnity against any loss which the Directors or any one or more of them may suffer by reason of becoming or being sureties or a surety for the Company.

(ii) to any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely in his being a Director of such company and the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company or in his being a member holding not more than two percent of the paid-up share capital of such company.

(iii) to any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely in his being a Director of such company and the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company or in his being a member holding not more than two percent of the paid-up share capital of such company.

(iv) In case a notification is issued under sub-section (3) of Section 300 of the Act to the extent specified in the notification.

136. (1) The Company shall keep one or more Registers in accordance with Section 301 of the Act in which shall be entered separately particulars of all contracts or arrangements to which Section 297 or Section 299 of the Act applies including the following particulars to the extent they are applicable in each case, namely :-

Register of contracts in which Directors are interested

(a) the date of the contract or arrangement :

(b) the names of the parties thereto :

(c) the principal terms and conditions thereof.

(d) in the case of a contract to which Section 297 of the Act applies or in the case of a contract or arrangement to which subsection (2) of Section 299 of the Act applies, the date on which it was placed before the Board.

(e) the names of the Directors voting for and against the contract or arrangement and the names of those remaining neutral.

(2) Particulars of every such contract or arrangement to which Section 297 of the Act, or as the case may be, sub-section (2) of Section 299 of the Act applies, shall be entered in the relevant Register as aforesaid :

(a) in the case of a contract or arrangement requiring the Board's approval within seven days (exclusive of public holidays) of the meeting of the Board at which the contract for arrangement is approved;

- (b) in the case of any other contract or arrangement within seven days of the receipt at the Registered Office of the Company of the particulars of such other contract or arrangement or within thirty days of the date of such other contract or arrangement whichever is later;

And the Register shall be placed before the next meeting of the Board and shall then be signed by all the Directors present at the meeting.

- (3) The Register aforesaid shall also specify in relation to each Directors of the Company, the names of the firms and bodies corporate of which notice has been given by him under Sub-section (3) of Section 299 of the Act.
- (4) Nothing in the foregoing sub-clauses (1), (2) and (3) shall apply to any contract or arrangement for the sale, purchase or supply of any goods, materials or services if the value of such goods and materials or the cost of such goods and materials or the cost of such services does not exceed one thousand rupees in the aggregate in any year.
- (5) The Registers aforesaid shall be kept at the Registered Office of the Company and they shall be open to inspection at such office and extracts may be taken from any of them and copies thereof may be required by any member of the Company to the same extent in the same manner and on payment of the same fees in the case of the Register of Members.

137. A Director of the Company may be or become a Director of any company promoted by the Company, or in which it may be interested as a vendor, member or otherwise and subject to the provisions of the Act and these Articles, no such director shall, subject to the applicable provisions of the act, be accountable for any benefits received as a Director or member of such company. Directors may be Directors of companies promoted by the Company
138. A Director, Managing Director, Manager or Secretary of the Company shall within twenty days of his appointment to or relinquishment of his office as Director, Managing Director, Manager or Secretary in any other body corporate disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under Section 303(1) of the Act. The Company shall enter the aforesaid particulars in a Register kept for that purpose in conformity with Section 303 of the Act. Disclosure by Directors, etc. of appointment
139. Every Director shall give notice in writing to the Company of his holding of shares and debentures of the Company or its subsidiary, together with such particulars as may be necessary to enable the Company to comply with the provisions of Section 307 of the Act. If such notice be not given at a meeting of the Board, the Director or Manager shall take reasonable steps to secure that it is brought up and read at the meeting of the Board next after it is given. The Company shall enter the particulars of the Director's holding of shares and debentures as aforesaid in a Register kept for that purpose in conformity with Section 307 of the Act. Disclosure of holdings
140. No Director of the Company and no partner or relative of such Director no firm in which such Director or a relative of such Director is a Director, or member, and no Director or manager of such a private company, shall hold any office or place of profit under the Company, or any subsidiary of the Company except as provided in and subject to the limitations and restrictions contained in Section 314 of the Act. Holding of office of profit by Directors
141. A Director of the Company or his relative, a firm in which such Director or relative is a partner, or any other partner in such a firm or a private company of which the Director is a member or Director shall not enter into any contract with the Company. Contracts in which Directors are interested

- (a) for the sale, purchase or supply of any goods, materials or services; or
- (b) for underwriting the subscription of any shares in or debentures of the Company.

Except as provided in and subject to the limitations and restrictions contained in Section 297 of the Act.

RETIREMENT OF AND ROTATION OF DIRECTORS

- | | |
|---|--|
| <p>142. (1) Subject to the provisions of Section 255 of the Act, all Directors of the Company, (other than the Directors, if any, appointed pursuant to Article 123 and 125) shall be elected by the members in general meeting and shall be liable to retire by rotation as hereinafter provided. The Directors shall be so appointed by the Company in general meeting and/or by the Board in accordance with the relevant applicable provisions of the Act and these Articles.</p> <p>(2) Every Annual General Meeting one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.</p> | <p>Retirement of Directors by rotation</p> |
| <p>143. Subject to the provisions of the Act and these Articles, the Directors to retire by rotation under the foregoing Article at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day, those who are to retire shall in default of and subject to any agreement among themselves, be determined by lot. Subject to the provisions of the Act, a retiring Director shall remain in office until the conclusion of the meeting at which his reappointment is decided or his successor is appointed.</p> | <p>Ascertainment of Directors retiring by rotation</p> |
| <p>144. Subject to the provisions of the Act and these Articles, a retiring Director shall be eligible for election.</p> | <p>Eligibility for re-election</p> |
| <p>145. Subject to the provisions of the Act, the Company at the Annual General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing the retiring Director or some other person thereto.</p> | <p>Company to fill up vacancy</p> |
| <p>146. (1) If the place of the retiring Directors is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday till the next succeeding day which is not a public holiday, at the same time and place.</p> <p>(2) If at the adjourned meeting also the place of the retiring Director or Directors is not filled up and that meeting also has not expressly resolved not to fill the vacancy the retiring Director or Directors shall be deemed to have been reappointed at the adjourned meeting unless,</p> <p>(a) at that meeting or at the previous meeting a resolution for the reappointment of such Director or Directors has been put to the meeting and lost.</p> | <p>Provisions in default of appointment</p> |

- (b) the retiring Director or Directors has or have by a notice in writing addressed to the Company or its Board of Directors expressed his or their unwillingness to be so reappointed.
- (c) he is or they are not qualified or he is or they are disqualified for appointment.
- (d) a resolution whether special or ordinary, is required for their appointment or re-appointment by virtue of any provisions of the Act.
- (e) Article 133 or sub-section (2) of Section 263 is applicable to the case.

147. (1) Subject to the provisions of the Act and these Articles any person who is not a retiring Director shall be eligible for appointment to the office of Director at any General Meeting he or some member intending to propose him has, at least fourteen clear days before the meeting, left at the Registered Office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be. Notice of candidature for office of Directors
- (2) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under sub-clause (1) of this Article or Section 257 signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the Company, his consent in writing to act as a Director if appointed.
 - (3) On receipt of the notice referred to in this Article, the Company shall inform its members of the candidature of that person for the office of a Director or of the intention of a member to propose such person as a candidate for that office by serving individual notices on members not less than seven days before the meeting provided that it shall not be necessary for the Company to serve individual notices upon the members if the Company advertises such candidature or intention not less than seven days before the meeting in at least two newspapers circulating in the city, town or village in which the Registered Office of the Company is situate of which one is published in the English language and the other in the regional language.
 - (4) A person other than :
 - (a) A Director re-appointed after retirement by rotation or immediately on the expiry of his term of office; or
 - (b) An additional or alternate Director, or a person filling a casual vacancy in the office of a Director under Section 262 of the Act, appointed as a Director or re-appointed as an additional or alternate Director, immediately on the expiry of his term of office; or
 - (c) a person named as a Director of the Company under these Articles as first registered.

shall not act a Director of the Company unless he has within thirty days of appointment signed and filed with the Registrar his consent in writing to act as such Director.

148. At a General Meeting of the Company, a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it. A resolution moved in contravention of this Article shall be void whether or not objection was taken at the time to its being so moved. Provided that where a resolution so moved is passed no provision for the automatic re-appointment of retiring Directors by virtue of these Articles or the Act in default of another appointment shall apply. Individual resolution
for Directors
appointment
149. (1) The Company may, subject to the provisions of Section 284 and other applicable provisions of the Act and these Articles remove any Director before the expiry of his period of office. Removal of Directors
- (2) Special notice as provided by Article 92 and Section 190 of the Act shall be given of any resolution to remove a Director under this Article or to appoint some other person in place of a Director so removed at the meeting at which he is removed.
- (3) On receipt of notice of any such resolution to remove a Director under this Article, the Company shall forthwith send a copy thereof to the Director concerned and the Directors (whether or not he is a member of the Company) shall be entitled to be heard on the resolution at the meeting.
- (4) Where notice is given of a resolution to remove a Director under this Article and the Director concerned makes, with respect thereof representation in writing to the Company (not exceeding a reasonable length) and requests its notification to members of the Company, the Company shall unless the representation is received by it too late for it to do so (a) in the notice of the resolution given to the members of the Company state the fact of the representation having being made and (b) send a copy of the representation to every member of the Company and if a copy of the representation is not sent as aforesaid because it was received too late or because of the Company's default the Directors may (without prejudice to his right to be heard orally) require that the representation shall be read out at the meeting. Provided that copies of the representation shall not be read out at the meeting if, on the application either of the Company or of any other person who claims to be aggrieved, the Court is satisfied that the rights conferred by this sub-clause are being abused to secure needless publicity for defamatory matter.
- (5) A vacancy created by the removal of a Director under this Article may, if he has been appointed by the Company in General Meeting or by the Board in pursuance of Article 133 or Section 262 of the Act be filled by the appointment of another Director in his stead by the meeting at which he is removed provided special notice of the intended appointment has been given under sub-clause (2) hereof. A Director so appointed shall hold office until the date upto which his predecessor would have held office if he had not been removed as aforesaid.
- (6) If the vacancy is not filled under the Sub-section (5) it may be filled as a Casual Vacancy in accordance with the provisions (in so far they are applicable) of Articles 133 or Section 262 of the Act and all the provisions of that Section shall apply accordingly.
- (7) A Director who was removed from office under this Article shall not be reappointed as a Director by the Board of Directors.
- (8) Nothing contained in this Article shall be taken to:

(a) As depriving a person removed thereunder of any compensation or damages payable to him in respect of the terminal of his appointment as Director or of any appointment terminating with that as Director or

(b) as derogating from any power to remove a Director which may exist apart from this Article.

150. The Director may resign by giving letter to the Board of Directors and shall be effective from the date of receipt of the said letter by the Company. Resignation

151. Subject to the provisions of the Act and these Articles, the Company may by ordinary Resolution from time to time increase or reduce within the maximum limit permissible the number of Directors. Provided that any increase in the number of Directors exceeding 12 shall not have any effect unless approved by the Central Government and shall become void if and in so far as it is disapproved by the Government. The Company may increase or reduce number of Directors

152. The Directors may meet together as a Board from time to time and shall so meet at least once in every three months and at least four such meetings shall be held in every year, and they may adjourn and otherwise regulate their meetings as they deem fit. The provisions of this Article shall not be deemed to be contravened merely by reason of the fact that a meeting of the Board which has been called in compliance with the terms herein mentioned could not be held for want of quorum. Meeting of Directors

153. A notice of every meeting of the Board shall be given to each directors including alternate directors by mail, telex or telegram. Such notices shall be accompanied by the Agenda setting out the business proposed to be transacted at the meeting.

154. Subject to the provisions of Section 287 and other applicable provisions (if any) of the Act, the quorum for a meeting of the Board of Directors shall be one-third of the total strength of the Board of Directors (excluding directors, if any, whose places may be vacant at the time, and any fraction contained in that one-third being rounded off as one) or two Directors, whichever is higher; provided that where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of remaining Directors, that is to say the number of Directors who are not interested and are present at the meeting not being less than two shall be the quorum during such meeting. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Act or the Articles of the Company, for the time being vested in or exercisable by the Board of Directors generally. Quorum

155. If a meeting of the Board of Directors cannot be held for want of a quorum then the meeting shall stand adjourned to such other day, time and place as may be fixed by the Chairman and in default of such appointment to the same day in the next week at the same time and place or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place. Adjournment of meeting for want of quorum

156. So long as GTL Limited and / or Global Holding Corporation Private Limited and / or Mr. Manoj G. Tirodkar and / or their associates jointly or severally continue to provide financial and / or performance guarantees and / or undertakings to contribute any shortfall due to cost overrun and / or provide security to the Banks, Financial Institutions and Lenders of any kind and are not completely released of any obligation under such guarantees / undertakings / security from time to time, notwithstanding anything contained in any other clause in the Articles of Association, the Chairman of the Company shall be nominee of GTL Limited and / or Global Holding Corporation Private Limited and / or Mr. Manoj G. Tirodkar and such nominee shall be entitled to take the Chair at every meeting of the Board. If no Chairman is appointed, or if at any meeting of the Board, the Chairman is not present at the time appointed for holding the same or if he is unable or unwilling to take the Chair, then the Directors may elect one of their members to be the Chairman of the Meeting. The Chairman so appointed under this Article shall have a second or casting vote as provided in Article No. 157 of the Articles of Association of the Company.*
- Who to preside at Board Meeting
- * Substituted new Article 156 by AGM Resolution dated 25.08.10
157. Questions arising at a Meeting of the Board of Directors or thereof shall be decided by a majority of the votes, and in the case of an equality of votes, the Chairman shall have a second or a casting vote.
- Questions at Board Meetings how decided
158. Subject to the provisions of Section 292 of the Act and these Articles, the Board may delegate any of their powers to Committees of the Board consisting of such number of its body, any as it thinks fit and it may from time to time revoke and discharge any such committee of the Board either wholly or in part and either as to persons or purposes; but every Committee of the Board, so formed shall, in the exercise of the powers so delegated to it conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board. Subject to the provisions of the Act and these Articles, the Board may from time to time fix the remuneration to be paid to any member or members of their body constituting a Committee appointed by the Board in terms of those Articles and may pay the same. Board in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board. Subject to the provisions of the Act and these Articles, the Board may from time to time fix the remuneration to be paid to any member or members of their body constituting a Committee appointed by the Board in terms of those Articles and may pay the same.
- Directors may appoint Committee
159. The meetings and proceedings of any such Committee of the Board shall be governed by the provisions herein contained in respect of the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Board under the last preceding Article.
- Meetings of Committees how to be convened
160. (1) A resolution passed by Circular without a meeting of the Board or a Committee of the Board appointed under Article 158 shall, subject to the provisions of sub-clause (2) hereof and the Act be as valid and effectual as a resolution duly passed at a meeting of the Board or of its committee duly called and held.
- Resolution by Circulation
- (2) No resolution shall be deemed to have been duly passed by the Board by circulation, unless the resolution has been circulated in draft together with the necessary papers, if any, to all the Directors then in India (not being less in number than the quorum requisite for a meeting of the Board) and to all other Directors at their usual address in India and has been approved by such of the Directors or as are then in India or by a majority of such of them as are entitled to vote at the resolution.

161. Subject to the provisions of the Act and these Articles, all acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such director or person acting as aforesaid or that they or any of them were or was disqualified, or had vacated office to that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles may be as valid as if every such person had been duly appointed and was qualified to be a Director, and had not vacated his office or his appointment had not been terminated; Provided that nothing in this Article shall be deemed to give validity to acts done by the Directors after their appointment had been shown to the Company to be invalid or to have been terminated.
- Act of Board or Committee valid notwithstanding defect in appointment
162. The Company shall cause minutes of the Board of Directors and of committees of the Board to be duly entered in a book or books provided for the purpose in accordance with the relevant provisions Section 193 of the Act. The minutes shall contain a fair and correct summary of the proceedings of the meeting including the following :-
- Minutes of proceedings of Board of Directors and Committees to be kept
- (i) The names of the Directors present at the meeting of the Board of Directors or any Committee thereof;
 - (ii) All orders made by the Board of Directors.
 - (iii) All resolutions and proceedings of meetings of the Board of Directors and Committees thereof;
 - (iv) In the case of each resolution passed at a meeting of the Board of Directors or Committee thereof the names of Directors if any, dissenting from or not concurring in the resolution.
163. All such minutes shall be signed by the Chairman of the concerned meeting or by the person who shall preside as Chairman at the next succeeding meeting and all minutes purported to be signed shall for all purposes whatsoever be prima facie evidence of the actual passing of the resolution recorded, and the actual and regular transaction or occurrence of the proceedings so recorded and of the regularity of the meeting at which the same shall appear to have taken place.
- By whom minutes to be signed and the effect of minutes recorded

POWERS OF DIRECTORS

164. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company and do all such acts and things as are not by the Act, or any statutory modification thereof for the time being in force, or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to any regulation of these Articles, to the Provisions of the Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
- General powers of Management vested in Directors
165. The Board of Directors shall not, except with the consent of the Company in General Meeting.
- (a) Sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking of the whole or substantially the whole of any such undertaking.
 - (b) remit or give time for the repayment of any debt due by a Director.

- (c) invest, otherwise than in trust securities, the amount of compensation received by the Company in respect of the compulsory acquisition of any such undertaking as is referred to in sub-clause (a) above or of any premises of properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time.
 - (d) Borrow money in excess of the limits provided in Article 77.
 - (e) Contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees, any amounts the aggregate of which will in any financial year, exceed fifty thousand Rupees or five per cent of its average net profits as determined in accordance with the provisions of Sections 349 and 350 of the Act during the three financial years immediately proceeding, which ever is greater.
 - (e) Contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees, any amounts the aggregate of which will in any financial year, exceed fifty thousand Rupees or five per cent of its average net profits as determined in accordance with the provisions of Sections 349 and 350 of the Act during the three financial years immediately proceeding, which ever is greater.
166. (1) Without derogating from the powers vested in the Board of Directors under these Articles, the Board shall exercise the following powers on behalf of the Company and it shall do so only by means of resolutions passed at meetings of the Board; Certain powers to be exercised by Board only at meetings
- (a) The power to make calls on shareholders in respect of money unpaid on their shares;
 - (b) The power to issue debentures;
 - (c) The power to borrow money otherwise than debentures;
 - (d) The power to invest the funds of the company;
 - (e) The power to make loans.

Provided that the Board may, by a resolution passed at a meeting delegate to any Committee of Directors or the Managing director or any other principal officer of the Company or to a principal officer of any of its branch offices, the powers specified in sub-clauses (c), (d) and (e) of this clause to the extent specified below on such conditions as the Board may press.

- (2) Every resolution delegating the power referred to in sub-clause (1) (c) shall specify the total amount upto which money may be borrowed by the delegate. Provided however, that where the Company has an arrangement with its bankers for the borrowing of money by way of overdraft, cash credit, or other accounts, the actual day to day operation on overdraft, cash credit or other account, by means by which the arrangement as made is actually availed of shall not require the sanction of the Board.
- (3) Every resolution delegating the power referred to in sub-clause (1) (d) shall specify the total amount upto which the funds may be invested and the nature of the investment which may be made by the delegate.
- (4) Every resolution delegating the power referred to in sub-clause (1) (e) above shall specify the total amount upto which loans may be made by the delegate, the purposes for which the loans may be made and the maximum amount of loans which may be made.

- (5) Nothing contained in these Articles shall be deemed to affect the right of the Company in General Meeting to impose restrictions and conditions on the exercise by the Board of any of the powers referred to in sub-clauses (b), (c), (d), and (e) of Clause (1) above.

167. Without prejudice to the powers conferred by Articles 77 and 164 and so as not in any way to limit or restrict these powers and without prejudice to the other persons conferred by these Articles but subject to the restrictions contained in Articles 165 and 166, it is hereby declared that the Directors shall have the following powers, that is to say power :

Certain powers of the Board

- | | |
|--|--|
| (1) To pay all costs, charges and expenses preliminary and incidental to the promotion, establishment and registration of the Company and to the issue of further capital. | To pay preliminary and promotional costs and charges |
| (2) To pay and charge to the capital account of the Company any commission or interest lawfully payable under the provisions of Sections 76 and 208 of the Act and Articles 26 and 180. | To pay commission and interest |
| (3) Subject to the provisions of the Act and these Articles to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or other acquisition such title as the Directors may believe or may be advised to be reasonably satisfactory. | To acquire property |
| (4) At their discretion and subject to the provisions of Act to pay for any property, rights or privileges acquired, by, or services rendered to the Company, either wholly or partly in cash, or in shares, bonds, debentures, debenture-stock, mortgage or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, debenture-stock, mortgage or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charge. | To pay for property in cash, debentures or otherwise |
| (5) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, plant, machinery, goods, vessels, vehicles, stores, produce and all other moveable and immoveable property of the Company either separately or conjointly; also to insure all or any portion of the goods, produce, machinery, and other articles imported or exported by the Company and to sell, assign, surrender or discontinue and policies of assurance effected in pursuance of this power. | To insure properties of the Company |
| (6) To open accounts with any bank or bankers or with any company or firm or individual and to pay money into and draw money from or otherwise operate any such account from time to time as the Board may think fit. | To open accounts with Banks |

- | | |
|--|---|
| (7) To secure the fulfilment of any contract or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they think fit. | To secure contracts by mortgage etc |
| (8) To attach to any shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company or in payment for services rendered. | To attach conditions as to transfer & shares |
| (9) To accept from any member, as far as may be permissible by law, a surrender of his shares or stock or any part thereof, on such terms and conditions as shall be agreed. | To accept surrender of shares |
| (10) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trustee or trustees. | To appoint Trustees |
| (11) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debt due, or of any claims or demands by or against the Company. | To bring and defend suits and Legal proceedings |
| (12) To refer any claims or demands by or against the Company or any disputes or differences to arbitration and observe, perform and execute any awards made thereon. | To refer to Arbitration |
| (13) To act on behalf of the Company in all matters relating to bankrupts and insolvents. | To act in insolvency matters |
| (14) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company. | To give receipt |
| (15) To determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividends, warrants, releases, contracts and documents and to give the necessary authority for such purposes. | To authorise acceptances |
| (16) Subject to the provisions of the Act and these Articles to invest and deal with any money of the Company not immediately required for the purposes thereof upon such securities and other investments (not being shares of the Company) or without security and in such manner as they may think fit, and from time to time to vary or realise such investments, provided that save as permitted by Section 49 of the Act, all investments shall be made and held by the Company in its own name. | To invest money |
| (17) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or as surety for the benefit of the Company such mortgage of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, provisions and agreements as shall be agreed. | To execute mortgages |

- | | |
|--|---|
| <p>(18) To distribute by way of bonus among the staff of the Company as part of the profits of the Company, and to give any officer or other person employed by the Company a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the Company.</p> | <p>To distribute bonus</p> |
| <p>(19) Subject to the provisions of the Act, to give to any officer or other person employed by the Company an interest in any particular business or transaction by way of a share in the general profits of the Company and such share of profits shall be treated as part of the working expenses of the Company.</p> | <p>Sharing profits</p> |
| <p>(20) To provide for the welfare of employees or ex-employees of the Company and its Directors or ex-Directors and the wives, widows and families or the dependants of such persons, by building or contributing to the building of houses, dwellings or quarters or by grant of money, pensions, gratuities, allowances, bonuses, profit sharing bonuses or benefits or any other payment or by creating and from time to time subscribing or contributing to provident and other funds, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places and instruction and recreation, hospitals and dispensaries, medical and other attendances and other forms of assistance, welfare or relief as the Directors shall think fit and to subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent, religious, scientific, national, public or any other institutions or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation or of public aid and general utility or otherwise.</p> | <p>To provide for welfare of employees and to subscribe to charitable and other funds</p> |
| <p>(21) Before recommending any dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to create a Depreciation Fund, insurance Fund, General Reserve Fund, Reserve Fund, Sinking or any special or other fund or funds or account or accounts to meet contingencies, or to repay Redeemable Preference Shares, debentures or debenture-stock or for special dividends or for equalising dividends, or for repairing, improving, extending, and maintaining any part of the property of the Company, and/or for such other purposes (including the purposes referred to in the last two preceding sub-clauses) as the Board may in its absolute discretion think conducive to the interests of the Company and to invest the several sums so set aside or so much thereof as are required to be invested upon such investments (subject to the restrictions imposed by the Act and these Articles) as the Directors may think fit and from time to time to deal with and vary any such investments and dispose of and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board (subject to such restrictions as aforesaid) in their absolute discretion think conducive to the interests of the Company notwithstanding that the matters to which the</p> | <p>To create depreciation and other funds</p> |

Directors apply or upon which they expend the same or any part thereof may be matters or upon which the capital money of the Company might rightly be applied or expended and to divide the Reserve, General Reserve or the Reserve Funds into such special funds as the Directors may think fit, with full power to transfer the whole or any portion of Reserve Fund or Division of a Reserve Fund to another Reserve Fund or division of a Reserve Fund and to employ the assets constituting all or any of the above funds or accounts including the Depreciation fund appropriated out of the net profits in the business of the Company or in the purchase or repayment of Redeemable Preference Shares, debentures or debenture-stock and that without being bound to keep the same separately from the other assets, and without being bound to pay or allow interest on the same with power however to the Board at its discretion to pay or allow to the credit of such fund interest at such rate as the Directors may think proper.

- | | | |
|------|---|---------------------------|
| (22) | Subject to the provisions of the Act, to appoint and at their discretion to remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties, and fix their salaries or emoluments, of remuneration, and require security in each instances and to such amounts as they may think fit, and also without prejudice as aforesaid from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit and the provisions contained in sub-clauses (24), (25), (26) following shall be without prejudice to the general powers conferred by this sub-clause. | To appoint employees |
| (23) | To comply with the requirements of any local law which the Company is not bound to comply with but which in their opinion it shall be in the interest of the Company necessary or expedient to comply with. | To comply with local laws |
| (24) | From time to time and at any time to establish any Local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any person to be members of such Local Board, or managers or agents and to fix their remuneration. | |
| (25) | Subject to the provisions of Section 292 of the Act and Article 166 from time to time, and at any time to delegate to any such Local Board, or any member or members, thereof or any managers or agents so appointed any of the powers, authorities and discretions for the time being vested in the Board of Directors, and to authorise the members for the time being of any such Local Board, or any of them to fill up any vacancies therein, and to act notwithstanding such vacancies; and any such appointment or delegation under the preceding and this sub-clause may be made on such terms and subject to such conditions as the Board of Directors may think fit and the Board of Directors may at any time remove any person so appointed, and may annul or vary any such delegation. | Power of Attorney |

(26) At any time and from time to time by Power of Attorney to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions, (not exceeding those vested in or exercisable by the Board of Directors under these presents and excluding the powers which may be exercised only by the Board of Directors at a meeting of the Board under the Act or these Articles or by the Company in General Meeting) and for such period and subject to such conditions as the Board of Directors may from time to time think fit, and any such appointment may (if the Board of Directors think fit) be made in favour of the members or any of the members of any Local Board, established as aforesaid or in favour of any company, or the members, directors, nominees or managers of any company, firm or otherwise in favour of any body of persons whether nominated directly or indirectly by the Board of Directors and any such Power of Attorneys may contain such power for the protection or convenience of persons dealing with such Attorneys as the Board of Directors may think fit and may contain powers enabling any such delegate or Attorneys as aforesaid to sub-delegate all or any of the powers and authorities for the time being vested in them.

Power of Attorney

(27) Subject to the provisions of the Act and these Articles, to delegate all or any of the powers, authorities and discretions for the time being vested in the Directors to any person, firm, company, otherwise to fluctuating body of persons as aforesaid.

To delegate

(28) Subject to the provisions of the Act and these Articles for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company, to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.

To enter into contracts-
etc

MANAGING DIRECTOR OR WHOLE-TIME DIRECTOR

168. Subject to the provisions of the Act and of these Articles the Board may from time to time appoint one or more of its members as Managing Director or Managing Directors or Whole-time Director or Whole-time Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as it may think fit provided such Managing Director or Managing Directors or Whole-time Directors shall be subject to the provisions of the act the Board may by resolution vest in such Managing Director or Whole-time Director or Whole-time Directors such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods and upon such condition and subject to such restrictions as it may determine.

Board may appoint
Managing Director
and Whole-time-
Director

169. The Managing Director or Managing Directors or the Whole-time Director or Whole-time Directors shall not exercise the power to :-

Restrictions on
powers of Managing
or Whole-time
Director

- (a) make calls on shareholders in respect of money unpaid on their shares in the Company, and
- (b) issue debentures

and except to the extent mentioned in the resolution passed at the Board meeting under Section 292 of the Act, the Managing Director or Managing Directors or Whole-time Director or Whole-time Directors shall also not exercise the powers to:-

- (c) borrow money
- (d) invest the funds of the Company, and
- (e) make loans :

- | | |
|---|---|
| 170. Subject to the provisions of the Act and these Articles, the Managing Director or Managing Directors shall not, while he or they continue to hold that office be subject to retirement by rotation but he or they shall subject to the provision of any contract between him or them and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and he or they shall ipso facto and immediately cease to be Managing Director or Managing Directors if he or they cease to hold the office of Directors for any cause. | Provisions for the Managing Director |
| 171. Subject to the provisions of the Act and these Articles, the remuneration of the Managing Director or Managing Directors or Whole-time Director or Whole-time Directors shall be in accordance with the terms of his or their contract with the Company. | Remuneration of the Managing Director and Whole-time Director |
| 172. Subject to the provisions of the Act and to the terms of any Resolution of the Company in General Meeting or of any Resolution of the Board and to the terms of any contract with him or them, the Managing Director or Managing Directors shall have substantial power of management subject to the superintendence, control and direction of the Board. | Powers and duties of Managing Director |

SECRETARY

- | | |
|---|-----------|
| 173. The Directors shall appoint a Whole-time Secretary of the Company for such terms, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. The main function of the Secretary shall be the responsibility for maintaining Registers required to be kept under the Act and these Articles, for making the necessary returns to the Registrar of Companies under the Act and these Articles and for getting the necessary documents registered with the Registrar and for carrying out all other administrative and ministerial acts, duties and functions which a Secretary of a Company is normally supposed to carry out such as giving the necessary notices to the members, preparing the agenda of meetings, issuing notices to Directors, preparing minutes of meetings of members and Directors and of any Committees of Directors and maintaining minute books and other statutory documents and he shall carry out and discharge such other functions and duties as the Directors or the Managing Director may from time to time require him to do. The Directors may also at any time appoint some person (who need not be the Secretary) to keep the registers required to be kept by the Company. | Secretary |
|---|-----------|

REGISTERS, BOOKS AND DOCUMENTS

- | | |
|---|--------------------------------|
| 174. (1) The Company shall maintain all Registers, Books and documents as required by the Act or these Articles including the following namely :- | Registers, books and documents |
|---|--------------------------------|

- (a) Register of Investments not held in the Company's name according to Section 49 of the Act.
 - (b) Register of Mortgages, Debentures and charges according to Section 143 of the Act;
 - (c) Register of Members and an Index of Members according to Sections 150 and 151 of the Act.
 - (d) Register and Index of debenture-holders according to Section 152 of the Act.
 - (e) Register of Contracts, Companies and Firms in which Directors are interested according to Section 301 of the Act;
 - (f) Register of Directors and Managing Directors according to Section 303 of the Act;
 - (g) Register of Shareholdings and Debenture holdings of Directors according to Section 307 of the Act;
 - (h) Register of Loans made, Guarantees given or Securities provided according to Section 370 of the Act;
 - (i) Register of Investments in shares or debentures of bodies corporate according to Section 373 of the Act;
 - (j) Books of Account in accordance with the provisions of Section 209 of the Act;
 - (k) Copies of instruments creating any charge requiring registration according to Section 136 of the Act;
 - (l) Copies of Annual Returns prepared under Section 159 of the Act together with the copies of the Certificate required under section 161;
 - (m) Register of Renewed and Duplicate Certificates according to Rule 7(2) of the Companies (Issue of Share Certificate) Rules, 1960.
- (2) The said Registers, Books and Documents shall be maintained in conformity with the applicable provisions of the Act and these Articles and shall be Kept open for inspection for such persons as may be entitled thereto respectively, under the Act and these Articles on such days and during such business hours as may in that behalf be determined in accordance with the provisions of the Act and these Articles and extracts therefrom shall be supplied to those persons entitled thereto in accordance with the provisions of the Act and these Articles.

- (3) The Company may keep a Foreign Register of Members in accordance with Sections 157 and 158 of the Act subject to the provisions of Section 157 and 158 of the Act. The Directors may from time to time make such provisions as they may think fit in respect of the keeping of Branch Registers of Members and/or Debenture-holders.

THE SEAL

175. The Board shall provide a Common Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by or under the authority of the Board or a Committee of the Board previously given and in the presence of one of the Directors or Authorised person of the Company. Seal of the Company
176. Every deed or other instrument to which the Seal of the Company is required to be affixed only under the authority of the Directors previously given and in the presence of one Director or Authorised person provided nevertheless that certificates of shares shall be sealed as provided as per the Article in that regard hereinbefore contained in accordance with the Companies (Issue of Share Certificates) Rules, 1960 or any statutory modification or re-enactment thereof for the time being in force. Deeds how executed
177. The Company may exercise the powers conferred by Section 50 of the Act and such power shall accordingly be vested in the Directors. Seals abroad

INTEREST OUT OF CAPITAL

178. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or building or the provision of any plant which cannot be made profitable for a lengthy period, the Company may pay interest on such of that share capital as is for the time being paid up for the period, at the rate, and subject to the conditions and restrictions provided by Section 208 of the Act, and may charge the same to capital as part of the cost of construction of the works or building or the provision of the plant. Payment of interest out of capital

DIVIDENDS

179. The profits of the Company subject to the provisions of these Articles, shall be divisible among the members in proportion to the amount of capital paid up or credited as paid up on the shares held by them respectively. Provided always that any capital paid up or credited as paid up on a share during the period in respect of which a dividend is declared shall, unless the terms of issue otherwise provided, only entitle the holder of such share to an apportioned amount of such dividend proportionate to the capital from time to time paid during such period on such share. Division of profits
180. Where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to dividend or to participate in profits. Capital paid up in advance at interest not to earn dividend

181. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money uncalled and unpaid upon any shares held by him; and upon all or any of the money so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, without the sanction of the Company in General Meeting, 15% as may be agreed upon between the member paying the sum in advance and the Directors. Interest on call paid in advance
182. The Company in General Meeting may subject to the provisions of Section 205 of the Act, declare a dividend to be paid to the members according to their respective rights and interests in the profits and subject to the provisions of the Act, may fix the time for payment. When a dividend has been so declared, subject to the provisions of Section 207 of the Act either the dividend shall be paid or the warrant in respect thereof shall be posted within 42 days of the date of declaration to the share holders entitled to the payment of the same. The Company in General Meeting may declare a dividend
183. No larger dividend shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend. No dividend shall be payable except out of the profits of the year or any other undistributed profits of the Company or otherwise than in accordance with the provisions of Section 205, 205A, 206 and 217 of the Act, and no dividend shall carry interest as against the Company. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive. Powers of General Meeting to limit dividend
184. Subject to the provisions of the Act the Directors may, from time to time, pay to the members such interim dividends as in their judgement the position of the Company justifies. Interim dividend
185. Subject to the provisions of the Act the Directors may retain the dividends payable upon any shares in respect of which any person is under Article 58 hereof entitled to become a member or which any person under that Article is entitled to transfer until such person shall become a member in respect of such shares or shall duly transfer the same. The provisions of this Article shall apply to any interest created in a share either by reason of transmission by operation of law or otherwise. Retention of dividends until completion of transfer
186. Subject to the provisions of the Act no member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from time to time to the Company in respect of such share or shares or otherwise howsoever either alone or jointly with any other person or persons and the Directors may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company. No member to receive dividend whilst indebted to the Company and Company's right of reimbursement thereout
187. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. Right to dividend to pending registration of transfer
188. Unless otherwise directed any dividend may be paid by cheque or warrant sent through post to the Registered address of the member or person entitled or in case of joint holders to that one of the first named in the Register in respect of the joint holding. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or other person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent or improper recovery thereof by any other means. Dividends how remitted

189. The Company shall duly comply with the provisions of Section 205A of the Act in respect of a dividend declared by it but which has not been paid or the warrant in respect thereof has not been posted within forty-two days from the day of the declaration to any shareholder entitled to the payment of the Dividend. No unclaimed dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with the provisions of Sec. 205-A and 205-B of the Act in respect of unclaimed or unpaid dividend.

Unpaid dividend

190. Any General Meeting declaring a dividend may on the recommendation of the Directors make a call on the members for such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the members, be set off against the call.

Dividend and call together

RESERVE AND CAPITALISATION

191. The Board may, before recommending any dividend set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or as may be permitted by the Act, applied for payment of dividend or be invested in such investments and in such manner or as may be permitted by the Act and as the Board may from time to time think fit.

Reserves

192. (1) Any General Meeting of the Company on the recommendation of the Board may resolve that any amounts standing to the credit of the Share Premium Account, the Capital Redemption Reserve Account, or any money, investments or other assets forming part of the undivided profits (including profits or surplus money arising from the realisation and where permitted by law), from the appreciation in value of any capital assets of the Company standing to the Credit of the General Reserve or any other Reserve or Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend be capitalised.

Capitalisation

- (a) By the issue and distribution of shares of the Company as fully paid up and to the extent permitted by the Act, debentures, debenture-stock, bonds or other obligations of the Company, or
- (b) By crediting shares of the Company which may have been issued to and are not fully paid up, with the whole or part any part of the sum remaining unpaid thereon.

Provided that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Accounts shall be applied only in crediting the payment of capital or shares of the Company to be issued to members (as herein provided) as fully paid bonus shares.

- (2) Such issue and distribution under sub-clause (1)(a) above and such payment to credit or unpaid share capital under sub-clause (1)(b) above shall be made to among and in favour of the members or any class of them or any of them entitled thereto in accordance with their respective rights and interest and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution under sub-clause (1)(a) or payment under sub-clause (1)(b) above shall be made on the footing that such members become entitled thereto as capital.
- (3) The Directors shall give effect to any such resolution and shall apply such portion of the profits, General Reserve or other Reserve or any other Fund or Account as aforesaid as may be required for the purpose of making payment in full of the shares, debentures, debenture-stock, bonds or other obligations of the Company so distributed under sub-clause (1)(a) above or (as the case may be) for the purpose of paying in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid up under sub-section (1)(b) above.
- (4) For the purpose of giving effect to any such resolution, the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments be made to any members on the footing of the value so fixed and may vest any such cash, shares, debentures, debenture-stock, bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors and generally may make such arrangement for the acceptance, allotment and sale of such shares, debentures, debenture-stock, bonds or other obligations and fractional certificates or otherwise as they may think fit.
- (5) Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid only, such capitalisation may be effected by the distribution of further shares in respect of the fully paid shares, and by crediting the partly paid shares with the whole or part of the unpaid liability thereon but so that as between the holders of the fully paid shares and the partly paid shares, the sum so applied on the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be so applied pro-rata in proportion to the amount then already paid or credited as paid on the existing fully paid or partly paid shares respectively.
- (6) When deemed requisite, a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the members entitled as aforesaid and such appointment shall be effective.

ACCOUNTS

193. (1) As required by Section 209 of the Act, the Company shall keep at its Registered Office proper Books of Account with respect to :-
- Books of Accounts to be kept
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place ;
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.

Provided that all or any of the books of account aforesaid may be kept at such other place in India as the Board of Directors may decide and when the Board of Directors so decides, the Company shall, within seven days of the decision, file with the Registrar a notice in writing giving the full address of that other place.

- (2) If the Company shall have a branch office, whether in or outside India, proper Books of Account relating to the transactions effected at that office shall be kept at the office, and proper summarised returns, made upto date at intervals of not more than three months, shall be sent by the branch office of the Company to its Registered Office or other place in India, as the Board thinks fit, where the main books of the Company are kept.
 - (3) All the aforesaid books shall give a true and fair view of the affairs of the Company or its branch office, as the case may be with respect of the matters aforesaid, and explain its transactions.
 - (4) The Books of Account and other books and paper shall be open to inspection by any Director during business hours.
194. The Books of Account of the Company relating to a period of not less than eight years immediately preceding the current year together with the vouchers relevant to any entry in such Books of Account shall be preserved by the Company in good order. Books of Accounts to be preserved
195. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by law or authorised by the Board. Inspection to members of Accounts and books of the Company
196. At every Annual General Meeting, the Board shall lay before the Company a Balance Sheet and Profit and Loss Account made up in accordance with the provisions of Section 210 of the Act and such Balance Sheet and Profit and Loss Account shall comply with the requirements of Sections 210, 211, 213, 215, 216 and of Schedule VI of the Act so far as they are applicable. Accounts to be furnished at General Meeting
197. There shall be attached to every Balance Sheet laid before the Company a Report by the Board of Directors complying with the provisions of Section 217 of the Act. Directors Report
198. The Company shall comply with the requirements of Section 219 of the Act. Right of Members to copies of Balance Sheet and Audited Report

ANNUAL RETURNS

199. The Company shall make and file the requisite Annual Returns in accordance with the provisions of Sections 159 and 161 of the Act. Annual Returns

AUDIT

200. Once at least in every year the Books of Account of the Company shall be examined by one or more Auditors in accordance with the relevant provisions contained in that behalf in the Act. Accounts to be audited
201. The appointment, qualifications, powers, rights, duties and remuneration of the Auditors shall be regulated by and in accordance with Sections 224 to 231 (both inclusive) of the Act. The appointment, powers etc. of auditors
202. Every Account when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof whether any such error is discovered within that period the Account shall forth-with be corrected and thenceforth shall be conclusive. Accounts when audited and approved to be conclusive except as to errors discovered within three months

DOCUMENTS AND SERVICE OF DOCUMENTS

203. (A) A document (which expression for this purpose shall be deemed to include and shall include any summons, notice, requisition, process, order, judgement or any other document in relation to or in the winding up of the Company) may be served or sent by the Company on or to any member either personally or by sending it by post to him at his registered address or (if he has no registered address in India) at the address, if any, within India supplied by him to the Company. Manner of service
- (2) Where a document is sent by post :
- (a) Service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice provided that where a member has intimated to the Company in advance that documents should be sent to him under certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document shall not be deemed to be effected unless it is sent in the manner intimated by the member; and
- (b) Such service shall be deemed to have been effected.

- (i) in the case of a notice of a meeting, at the expiration of forty-eight hours after the letter containing the notice is posted; and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
204. If a member has no registered address in India and has not supplied to the Company an address within India for giving of notice to him, a document advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears. Service on members having no registered address
205. A document may be served by the Company on the person entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representative of the deceased or Assignee of the insolvent or by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served if the death or insolvency had not occurred. Service on person acquiring shares on death or insolvency of members
206. Subject to the provisions of the Act and these Articles notices of General Meetings shall be given : Persons entitled to notice of General Meetings
- (i) to members of the Company as provided by Article 89 in any manner authorised by Article 92 or as authorised by the Act.
 - (ii) to the person entitled to a share in consequence of the death or insolvency of a member as provided by Article 209 or as authorised by the Act.
 - (iii) to the Auditor or Auditors for the time being of the Company, in any manner authorised by Article 92 or as authorised by the Act as in the case of any member or members of the Company.
207. Subject to the provisions of the Act any document required to be served or sent by the Company on or to the members, or any of them, and not expressly provided for by these presents shall be deemed to be duly served or sent if advertised once in one daily English and one daily vernacular newspaper circulating in the district in which the Registered Office of the Company is situate. Advertisement
208. Every person who by operation of law, transfer, or other means whatsoever, shall become entitled to any share shall be bound by every document in respect of such share which, previously to his name and address being entered on the Register, has been duly served on or sent to the person from whom he derives his title to such share. Court document given to previous holders
209. Any notice to be given by the Company shall be signed by the Managing Director or Secretary or by such Director or Officer as the Directors may appoint and such signature may be written or printed or lithographed. Notice by Company and signature thereto
210. All notices to be given on the part of the members to the Company shall be kept at, or sent by post under certificate of posting or by registered post to the Registered Office of the Company. Service of Notice by members

AUTHENTICATION OF DOCUMENTS

211. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a Director, the Managing Director, or an authorised officer of the Company and need not be under its seal. Authentication of documents and proceedings

RECONSTRUCTION

212. On any sale of the the undertaking of the Company the Board or Liquidator on a winding up may, if authorised by a Special Resolution, accept fully paid or partly paid-up shares, debentures or securities of any other company, whether incorporated in India or not, either then existing or to be formed for the purpose in whole or in part of the property of the Company, and the Board (if the profits of the Company permit) or the Liquidator (in a winding up) may distribute such shares, securities or any other property of the Company amongst the members without realisation or vest the same in trustees for them, and any Special Resolution may provide for the distribution or appropriation of cash, shares or other securities, benefit or property otherwise than in accordance with the strict legal rights of the members of contributories of the Company and for the valuation of such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up such statutory rights, if any under Section 494 of the Act as are incapable of being varied or excluded by these Articles.

WINDING UP

213. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed among the members in proportion to the capital paid up at the commencement of the winding up or which ought to have been paid upon the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.
214. (1) If the Company shall be wound up, whether voluntarily, or other wise, the Liquidators may with the sanction of a Special Resolution but subject to the rights attached to any preference share capital, divide amongst the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories or any of them.
- (2) If thought expedient any such division may, subject to the provisions of the Act be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part but in case any such division shall be determined, any contributory who would be prejudiced thereby shall have right to dissent and ancillary rights as if such determination were a Special Resolution passed pursuant to Section 494 of the Act.
- (3) In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the Special Resolution, by notice in writing, intimate to the liquidator to sell his proportion and pay him the net proceeds and the liquidator shall if practicable, act accordingly,
- Distribution of assets
in specie or kind

215. A Special Resolution sanctioning a sale to any other company duly passed pursuant to Section 494 of the Act may, subject to the provisions of the Act in like manner as aforesaid determine that any shares or other consideration receivable by the liquidator be distributed amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding upon all the members subject to the rights of dissent and consequential rights conferred by the said section.
- Right of shareholders in case of sale

SECURITY CLAUSE

216. (1) Every director, manager, auditors, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company, shall if so required by the Directors, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transaction and affairs of the Company with the customers and the state of the accounts with individuals and in relation thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- Secrecy Clause
- (2) No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or the Managing Director or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process, which may relate to the conduct of the business of the Company and which in the opinion of the Director or the Managing Director it will be inexpedient in the interest of the members of the Company to communicate to the public.

INDEMNITY AND RESPONSIBILITY

217. (1) Subject to the provisions of Section 201 of the Act every Director of the Company or the Managing Director, Manager, Secretary and other officer or employee of the Company and the Trustees, if any for the time being acting in relation to any of the affairs of the Company any every one of them shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses (including travelling expenses) which any such Director, Managing Director, Manager, Secretary or other Officer or employee and the trustee (if any) for the time being acting in relation to any of the affairs of the Company may incur or become liable to be reason of any contract entered into or any act, deed or thing done by him as such Director, Officer, employee or trustees or in any way in the discharge of his duties.
- Directors' and others' right to indemnity
- (2) Subject as aforesaid every Director, Managing Director, Manager, Secretary or other Officer or employee of the Company or the Trustees (if any) for the time being acting in relation to any of the affairs of the Company and every one of them shall be indemnified against any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under section 633 of the Act in which relief is given by the Court.

218. Subject to the provisions of Section 201 of the Act no Director, the Managing Director or other Officer of the Company shall be liable for the acts, omission, neglects or defaults of any Director or Officer or for joining in any omissions, neglects, act for conformity, or for any loss or expenses suffered by the Company through insufficiency or deficiency of the title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the money of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, with whom any money, securities or effects shall entrusted or deposited, or for any loss occasioned by any error of judgement or oversight on his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty, willful neglect or default.
- Directors and others
not responsible for
acts of others

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

Name, address, and occupation of each Subscriber	Signature of each Subscriber	Number of shares taken by each Subscriber	Name, address description and occupation of witness
GTL Limited, through its Chairman & Managing Director, Manoj G. Tirodkar, S/o Gajanan R. Tirodkar, ES- II, TTC Indl. Area, MIDC, Mahape, Navi Mumbai, 400 701.	Sd/-	49,400	<p>SATISH M. KOTHARE S/O MANGESH D. KTOAHRE B-2, 202, SUKHSHEETAL CHS LTD., GHODBUNDER ROAD, CHITALSAR MANPADA, THANE (WEST), 400 602 SERVICE WITNESS TO SUBSCRIBERS NO. 1 TO 7.</p>
Fritz D' Silva, S/o Traslo D'Silva, 1-A Pallonji Mansion, Cuffe Parade, Mumbai - 400 005. Service. Nominee of GTL Limited.	Sd/-	100	
Sadanand D. Patil, S/o Dnyandeo Patil, 407, Kamal Appis., Mukherjee Road, Dombivali (E), 421 201. Business. Nominee of GTL Limited.	Sd/-	100	
Charudatta Naik, S/o Kashinath Naik, 15 Jambo Society, TPS 1 st Road, Bandra, West, Mumbai 400 050. Service. Nominee of GTL Limited.	Sd/-	100	
Prakash B Ranjalkar, S/o R. M. Bhaskarrao, Flat No. 501, Panchfeela Bldg., Panchsheel Society, Powai, Mumbai 400 076. Service. Nominee of GTI Limited.	Sd/-	100	
Chandrashekhar V. Kane, S/o Vishwanat Kane Block No. 10, Bhagirathi CHSL., Siddheshwar Lane, Kalyan, Dist. Thane, 421 301. Service. Nominee of GTL Limited.	Sd/-	100	
Chelakkara Subramanian Narayan, S/o GLS Mani. B-10, Poorna CHS., Sector 14, Vashi, Navi Mumbai, 400 705, Service. Nominee of GTL Limited.	Sd/	100	
	Total	50,000 (Fifty Thousand) Equity Shares	

Dated the 2nd day of January, 2004.

Total Shares taken 50,000 (Fifty Thousand).

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH
CSP No. 1031/230-232/NCLT/MB/MAH/2017

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH**

CSP 1031/230-232/NCLT/MB/MAH/2017

Under section 230-232 of the Company Act, 2013

In the matter of

M/s. GTL Infrastructure Limited
.....Petitioner in CSP 1031/2017
(Transferee Company)

Heard on : 15.12.2017

Order delivered on : 22.12.2017

Coram :

Hon'ble M. K. Shrawat, Member (J)

Hon'ble Bhaskara Pantula Mohan, Member (J)

For the Petitioner :

Mr. Mustafa Doctor, Counsel w/w. Mr. Jehangir Jejeebhoy, and Mr. Chandrakant
Mhadeshwar, Advocate w/b. Chandrakant Mhadeshwar - Advocate for the Petitioner

For the Regional Director :

Mr. Ramesh Gholap - Dy. Registrar (WL).

Per : M. K. Shrawat, Member (J)

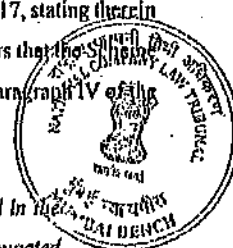
ORDER

1. The sanction of this Tribunal is sought under Sections 230 to 232 of the Company Act, 2013, to a Scheme of Arrangement of Chennai Network Infrastructure Limited (The Transferor Company) and GTL Infrastructure Limited (The Transferee Company) and their respective shareholders and Creditors.
2. The Petitioner Company have approved the said Scheme of Arrangement by passing the Board Resolutions and thereafter they have approached the Tribunal for sanction of the Scheme.
3. Both the Transferor Company and Transferee Company are engaged in the business of building, maintaining and providing telecommunication infrastructure facilities to telecommunication service providers.



4. The Scheme will assist in achieving higher long term financial returns than would have been achieved by the Transferor Company and the Transferee Company as separate entities, will make available assets, financial, managerial and technical resources, personnel, capabilities, skills, expertise and technologies of both the Transferor Company and the Transferee Company leading to synergistic benefits, enhancement of future business potential, increased global competitiveness, cost reduction and efficiencies, productivity gains and logistical advantages, thereby contributing to significant future growth and enhancement of shareholder value.
5. The Authorised Share Capital of the Transferor Company is ₹ 11000,00,00,000/- comprising of 1000,00,00,000 equity shares of ₹ 10/- each and 10,00,00,000 Preference Shares of ₹ 100/- each.
6. The Issued, Subscribed and Paid-up Share Capital of the Transferor Company is ₹ 9404,54,15,170/- comprising of 940,45,41,517 equity shares of ₹ 10/- each.
7. The Authorised Share Capital of the Transferee Company is ₹ 7000,00,00,000/- comprising of 600,00,00,000 equity shares of ₹ 10/- each and 10,00,00,000 Preference Shares of ₹ 100/- each.
8. The Issued, Subscribed and Paid-up of the Transferee Company is ₹ 4152,29,91,570/- comprising of 415,22,99,157 equity shares of ₹ 10/- each, fully paid up.
9. The averments made in the Petition and the submissions made by the Learned Representative for the Petitioners are:
 - a) The Petitioner Company have complied with all requirements as per directions of the Tribunal and they have filed necessary Affidavits of compliance in this Tribunal. Moreover, the Petitioner Company undertake to comply with all the statutory requirements if any, as required under the Company Act, 2013 and the Rules made there under whichever is applicable.
 - b) The Regional Director has filed his Report dated 6th October, 2017, stating therein that save and except as stated in paragraph IV (a) to (j), it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Affidavit, the Regional Director has stated that:

(a) "The Petitioner Company has inter alia mentioned in the said Affidavit at point B of the scheme that Company were adversely impacted



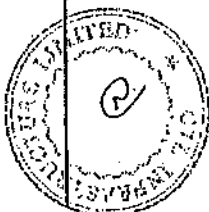
due to external developments, which were beyond the control of the management. To address the current debt issues, the CDR lenders of the Transferee Company and the Transferor Company, at meeting of the Joint Lender Forum ("JLF") HELD ON September 20, 2016, had unanimously agreed to invoke the strategic Debt Restructuring Scheme for the Transferee Company and the Transferor Company. In terms of the CDR package of the Transferee Company and the Transferor Company and as per original sanction terms laid down by lenders and further under SDR Scheme, merger of the Transferor Company with the Transferee Company was envisaged.

In this regard the Deponent prays that the Petitioner Company shall comply the provisions under section 230(2) (ii), as applicable, i.e. make provision for safeguarding the interest of secured and unsecured creditors.

(b) The petitioner Company has inter alia mentioned in the clause 7.5.7 of the Scheme that the Board of the Transferee Company shall intend consolidate all such fractional entitlements to which the shareholders of the Transferor Company may be entitled on issue and allotment of the GFL Shares of the Transferee Company as aforesaid and shall, without any further application, act, instrument or deed, issue and allot such fractional entitlements directly to an individual trustee or a board of trustee or a corporate trustee (the "Trustee for Fractional Entitlements")

In this regard, the deponent prays that the Transferee Company shall not hold any shares in its own name or in the name of any trust whether on its behalf of any of its subsidiary or associate companies.

(c) The Transferee Company is a listed company with Bombay Stock Exchange and National Stock Exchange. Both the Stock Exchange have given their observation in their letter dated 01.09.2017 which is annexure "E" and respectively with this report. In this regard, the petitioner



Company has to comply with the observations made by both the Stock Exchange.

(d) The Petitioner Company has submitted the letters dated 15.06.2017 and 07.07.2017 received from the Competition Commission of India which is annexed as Annexure "G-1" and "G-2".

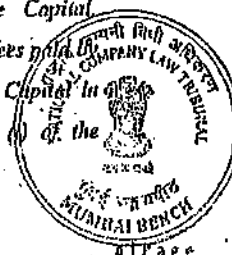
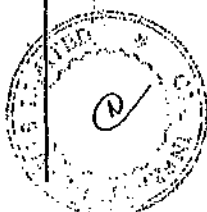
The Deponent prays that the Petitioner Company shall comply with the observations made by the Competition Commission of India.

(e) In addition to compliance of AS-14 (IND AS-103) the Petitioner Companies shall pass such accounting entries which are necessary in connection with the Scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc.

(f) As per existing practice, the Petitioner Companies are required to serve Notice for Scheme of Amalgamation to the Income Tax Department for their comments. It is observed that the company vide acknowledgement obtained from your office dated 29.09.2017 has served a copy company scheme application No. 864 of 2017 along with relevant orders etc.

(g) The tax implication if any arising out of scheme is subject to final decision of Income Tax Authorities. The approval of the scheme by this Hon'ble Court may not deter the Income Tax Authority to scrutinize the tax return filed by the Petitioner Companies after giving effect to the scheme. The decision of the Income Tax Authority is binding on the Petitioner Companies.

(h) As regards Para No. 8 of the Scheme, the transferee Company may be allowed in respect of fees payable by the Transferee Company on its Authorized Share Capital. Subsequent to the Amalgamation for setting-off of fees paid by the Transferor Company on its Authorized Share Capital in accordance with provisions of Section 232 (3) of the Companies Act, 2013.



(i) The registered office of the Transferor Company is situated in the State of Tamil Nadu, i.e. outside of the jurisdiction of NCLT OF THIS Tribunal and falls within the jurisdiction of NCLT of Chennai. Accordingly, similar approval be obtained by the Transferor Company from Hon'ble NCLT at Chennai.

(ii) ROC Mumbai has given the following observations :

▪ Para 1.5 of the Scheme effective date shall not be subsequent to appointed date as per section 232 (6) of the Companies Act, 2013

▪ Para 20 of the Scheme modification/alteration/deletion/ amendment shall be subject to prior approval of the Hon'ble NCLT

▪ The Transferee Company is listed company on BSE/NSE both the Stock Exchange has given their observation in their letter dated 01-09-2017. In this regards the Transferee Company has to comply with observations made by the NSE/BSE. "

c) Apropos the observation of the Regional Director stated in paragraph IV (a) is concerned, the Petitioner Company has filed its affidavit dated 14th December 2017 wherein it stated that entire scheme of amalgamation has been proposed pursuant to the decision of the lenders and the entire proposed scheme of amalgamation itself is to safeguard the interest of the secured creditors and the unsecured creditors. Counsel for the Petitioner further states that meetings of the Secured Creditors and Unsecured Creditors was convened and held and in the said meetings the proposed Scheme of Arrangement was approved unanimously.

d) Apropos the observation of the Regional Director stated in paragraph IV (b) is concerned, the Petitioner Company undertakes that the Transferee Company will not hold any shares in its own name or in the name of any trust whether on its behalf of any of its subsidiary or associate companies.

e) Apropos the observation of the Regional Director stated in paragraph IV (c) is concerned, Counsel for the Petitioner Company states that the Petitioner Company undertake to comply with observations made by the DSE and NSE.



mm



51 Page

- f) Apropos the observation of the Regional Director stated in paragraph IV (d) is concerned, the Learned Counsel for the Petitioner Company states that, the Petitioner Company undertake to comply with observations made by the Competition Commission of India.
- g) Apropos the observation of the Regional Director stated in paragraph IV (e) is concerned, the Petitioner Company undertake that, in addition to compliance of AS-14 (IND AS-103) the transferee company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable accounting standards such as AS-5 (IND AS-8) etc.
- h) Apropos the observation of the Regional Director stated in paragraph IV (f) is concerned, the Learned Counsel states the information provided by the Regional Director is factually correct.
- i) Apropos the observation of the Regional Director stated in paragraph IV (g) is concerned, the Learned Counsel states that the Petitioner Company undertake to comply with all applicable provisions of the Income Tax Act. All tax issues arising out of the Scheme will be met and answered in accordance with law.
- j) Apropos the observation of the Regional Director stated in paragraph IV (h) is concerned, Learned Counsel for the Petitioner Company states that the Petitioner Company undertake to comply with provisions of Section 232 3(f) of the Companies Act, 2013.
- k) Apropos the observation of the Regional Director stated in paragraph IV (i) is concerned, the Learned Counsel for the Petitioner Company states that the Petitioner Company the similar petition was filed by the Transferor Company for approval of the present scheme before Chennai NCLT and the Chennai NCLT has heard the Petition finally and the same is reserved for order.
- l) Apropos the observation of the Regional Director stated in paragraph IV (j) is concerned, Learned Counsel for the Petitioner Company states that the Scheme will be deemed to be effective from the appointed date. Counsel for the Petitioner further states that any modification/ alteration/ deletion/ amendment to the Scheme will be subject to prior approval of the NCLT.
- m) No objector has approached, neither to the Petitioner nor before Tribunal to oppose this Scheme of Arrangement.



10. From the material on record, the Scheme of Arrangement appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. And hereby this bench, to the Petitioner Company, do Order that:

- a) All the liabilities including taxes and charges, if any, and duties of the Transferor Company, shall, pursuant to S. 232 of the Company Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company.
- b) The clarifications and undertakings given by the Learned Counsel for the Petitioner to the observations made in the Report of the Regional Director are considered by this Bench and those are hereby accepted. Subsequently, this bench hereby directs petitioners to comply with the provisions/statements which the Petitioners undertakes herein.
- c) Transferor Company to be dissolved without winding up from the date of said Scheme becomes effective.
- d) In lieu of the Consideration of the Scheme, the Transferee Company shall issue and allot 1 equity share of ₹ 10/- for every 1 fully paid-up equity share of ₹ 10/- to the shareholders of the Transferor Company.
- e) The Petitioner Company to lodge a copy of this order and the Scheme duly authenticated by the Deputy Director, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt of the order.
- f) Petitioner Company is directed to file a certified copy of this order along with a copy of the Scheme with the concerned Registrar of Company, electronically, along with E-form INC 28 in addition to the physical copy, within 30 days from the date of issuance of the order by the Registry, duly certified by the Deputy Director or Assistant Registrar, as the case may be, of the National Company Law Tribunal, Mumbai Bench.
- g) The Petitioner Company to pay costs of ₹ 25,000/- to the Regional Director, Western Region, Mumbai.



- h) All authorities concerned to act on a certified copy of this order along with Scheme duly certified by the Deputy Director, National Company Law Tribunal, Mumbai Bench.
- i) Any person interested shall be at liberty to apply to the Tribunal in the above matter for any direction that may be necessary.
- j) Any concerned Authority is at liberty to approach this Bench for any clarification/directions under this Scheme.
- k) That, in the case of the Transferor Company viz. M/s. Chennai Network Infrastructure Limited, the respected NCLT, Chennai Bench in CP/197/CAA/2017 [CA/153/CAA/2017] delivered an order on 13.12.2017 and the proposed Scheme is sanctioned.
- l) Since, the Scheme has already been sanctioned by respected co-ordinate bench therefore on the same lines the said Scheme is hereby sanctioned. The appointed date i.e. 1st April, 2016 as pronounced in the Scheme is also hereby approved.

11. Ordered Accordingly. To be consigned to Records.

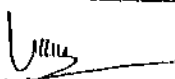
Sd/-
BHASKARA PANTULA MOHAN
MEMBER (JUDICIAL)

Sd/-
M. K. SHRAWAT
MEMBER (JUDICIAL)

Dated : 22.12.2017

Certified True Copy 18.12.2017
Date of Application 22.12.2017
Number of Pages 8
Fee Paid Rs. 40
Applicant called for collection copy on 22.12.2017
Copy prepared on 22.12.2017
Copy issued on 22.12.2017




Deputy Director
National Company Law Tribunal, Mumbai Bench



SCHEME OF ARRANGEMENT
BETWEEN
CHENNAI NETWORK INFRASTRUCTURE LIMITED
(TRANSFEROR COMPANY/CNIL)
AND
GTL INFRASTRUCTURE LIMITED
(TRANSFeree COMPANY/GIL)
AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

A. INTRODUCTION AND DESCRIPTION OF THE COMPANIES

1. CHENNAI NETWORK INFRASTRUCTURE LIMITED (hereinafter referred to as the "CNIL" or the Transferor Company"), is a company incorporated on December 8, 2009 under the provisions of the Act (as hereinafter defined) and has its registered office at Old No. 34/1, DL New No 403 L, 7th Floor Samson Towers, Pantheon Road, Egmore, Chennai 600 008. CNIL is an unlisted company.

The Transferor Company is, *inter alia*, engaged in the business of building, maintaining and providing telecommunication infrastructure facilities to telecommunication service providers.

On July 19, 2010, the Transferor Company has acquired the passive infrastructure undertaking of and from Aircel Limited, Aircel Cellular Limited and Distnet Wireless Limited pursuant to an order passed by the Hon'ble Madras High Court on June 16, 2010, sanctioning the scheme of arrangement between Aircel Limited, Aircel Cellular Limited, Distnet Wireless Limited on the one hand and the Transferor Company on the other hand.

2. GTL INFRASTRUCTURE LIMITED (hereinafter referred to as the "GIL" or the Transferee Company"), is a company incorporated on February 4, 2004, under the provisions of the Act (as hereinafter defined) and has its registered office at 3rd Floor, Global Vision, Electrumil Sadan II, MIDC, TTC Industrial Area, Mahape, Navi Mumbai 400 710. Since November 9, 2006, the equity shares of the Transferee Company have been listed on BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE").

The Transferee Company is, *inter alia*, engaged in the business of building, maintaining and providing telecommunication infrastructure facilities to telecommunication service providers.

The Transferor Company and the Transferee Company belong to same group. Out of the paid-up capital of the Transferor Company, 19.31% (Nineteen Decimals Thirty One per cent) is held by Tower Trust, ("Trust") through its trustees, Mr. Vijay VJ and Mr. D. S. Ounasslogh (collectively, the "Trustees"). The Transferee Company is the beneficiary of the Trust.

B. BACKGROUND

In 2011, the Transferee Company and the Transferor Company had undergone a Corporate Debt Restructuring ("CDR") program based on which the lenders of the Company had restructured the outstanding debt obligations in line with the then applicable forecasts and revenue projections. Post implementation of the CDR, the financial performance and prospects of the Transferee Company and the Transferor Company were adversely impacted due to external developments, which were beyond the control of the management. To address the current debt issues, the CDR lenders



of the Transferee Company and the Transferor Company, at a meeting of the Joint Lender Forum ("JLF") held on September 20, 2016, had unanimously agreed to invoke the Strategic Debt Restructuring Scheme for the Transferee Company and the Transferor Company. In terms of the CDR package of the Transferee Company and the Transferor Company and as per original sanction terms laid down by lenders and further under SDR Scheme, merger of the Transferor Company with the Transferee Company was envisaged.

C. RATIONALE OF THE SCHEME

The Board of the Transferor Company and the Board of the Transferee Company believe in the following rationale for the Scheme of Merger ("Scheme") to be made between the Transferor Company and the Transferee Company:

1. The Scheme will assist in achieving higher long term financial returns than would have been achieved by the Transferor Company and the Transferee Company as separate entities, will make available assets, financial, managerial and technical resources, personnel, capabilities, skills, expertise and technologies of both the Transferor Company and the Transferee Company leading to synergistic benefits, enhancement of future business potential, increased global competitiveness, cost reduction and efficiencies, productivity gains and logistical advantages, thereby contributing to significant future growth and enhancement of shareholder value.

2. The Scheme will result in rationalization and standardization of the business processes, economies of scale and consolidation of opportunities offered by the Scheme which will contribute to the profits of the Transferee Company thereby further enhancing the overall shareholder value.

In view of the aforesaid, the Board of the Transferor Company and the Board of the Transferee Company have approved the Scheme between the Transferor Company and the Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Boards of both the companies have formulated this Scheme pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act.

D. PURPOSE OF THE SCHEME

1. The Scheme will provide for the amalgamation of the Transferor Company with OIL / the Transferee Company and adjustments to the reserves of the Transferee Company in the manner more particularly set out therein, pursuant to relevant provisions of the Act.
2. The Scheme will also provide for various other matters consequential, supplementary, and/ or otherwise integrally connected herewith.

PART - I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless repugnant to the context or meaning thereof, the following expressions shall have the following meanings as ascribed to them:

- 1.1 "Act" shall mean the Companies Act, 2013 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force;



- 1.2 "Appointed Date" shall mean April 01, 2016 or such other date as may be approved by the National Company Law Tribunal.
- 1.3 "Board" shall mean the board of directors or any committee thereof of the Transferor Company or the Transferee Company or both of them, as the context may apply;
- 1.4 "CNIL" or "the Transferor Company" shall mean Chennai Network Infrastructure Limited, a company incorporated under the provisions of the Act, having its registered office at Old No. 34/1, DL New No 403 L, 7th Floor Sarason Towers, Pantheon Road, Egmore, Chennai 600 008 and shall include without limitation at the close of the business on the day immediately preceding the Appointed Date:-
- 1.4.1 all assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, plant and machinery, equipments, freehold land, leasehold land, buildings and structures, offices, residential and other premises, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, power lines, deposits, all stocks, stocks of fuel, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stock, units or pass through certificates), cash balances with banks, loans, advances, contingent rights or benefits, receivables, earnest monies, advances or deposits, financial assets, leases, hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantee, reversions, powers, authorities, allotments, approvals, permits and consents, quotas, rights, entitlements, contracts, licenses (industrial and otherwise), municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other Persons (as defined hereinafter), guest houses, godowns, warehouses, leases, licenses, fixed and other assets, benefits of assets or properties or other interests held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including tax deferrals, title, interests, credits, exemptions, other benefits (including tax benefits), easements, privileges, liberties and advantages of whatsoever nature and whatsoever situation belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, including but without being limited to trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, authorizations, permits, approvals, right to use and avail of telephones, teleaxes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, records, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer contracts, customer credit information, customer and supplier pricing information and other records in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company along with any charge, encumbrance, lien or security thereon at the close of the business on the day immediately preceding the Appointed Date;
- 1.4.2 all liabilities and obligations comprised in and relating to the Transferor Company, including all secured and unsecured debts (whether in Indian Rupees or any foreign currencies), liabilities (including contingent liabilities), duties and obligations and undertakings and indemnities of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations along with any charge, encumbrance, lien or security thereon at the close of the business on the day immediately preceding the Appointed Date ("Liabilities");
- 1.4.3 all agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company's business activities and operations; and



1.4.4 all employees (whether permanent / temporary) engaged in or relating to the Transferor Company's business activities and operations;

- 1.5 "Effective Date" means the last of the dates on which conditions and matters referred to in Clause 21 of this Scheme occur or have been fulfilled or have been waived by the Board and the certified copies of the orders of the National Company Law Board, Mumbai Bench and the National Company Law Board, Mumbai Bench, Chennai Bench, sanctioning this Scheme under Sections 230 to 232 of the Act are filed with the Registrar of Companies, Maharashtra and the Registrar of Companies, Tamil Nadu;
- 1.6 "Encumbrance" means any encumbrance including, without limitation, any claim, debenture, mortgage, pledge, charge, hypothecation, lien, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including similar entitlements), any provisional or executory attachment and any other interest held by a third party or any right granted by a transaction which, in legal terms not enforceable or, is not the granting of security, but which has an economic or financial effect similar to granting of security in each case under any applicable laws, including by contract;
- 1.7 "National Company Law Tribunal" shall mean the National Company Law Board, Mumbai Bench having jurisdiction in relation to the Transferor Company and the National Company Law Board, Chennai Bench having jurisdiction in relation to the Transferor Company, as the context may admit and shall include the National Company Law Tribunal, if applicable, to which this Scheme is submitted for sanction under Sections 230 to 232 and other relevant provisions of the Act; and "National Company Law Board" shall mean both of them;
- 1.8 "Person" shall include any individual, firm, company or other body corporate, trust, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.9 "Record Date" shall mean the date to be fixed by the Board of the Transferor Company or a committee thereof for reckoning the names of the equity shareholders of the Transferor Company who shall be entitled to equity shares of the Transferor Company on the coming into effect of this Scheme;
- 1.10 "Rupee Lenders" shall collectively mean the existing rupee lenders of the Transferor Company as listed in Part A of Schedule I of the Scheme, and, the existing rupee lenders of the Transferor Company as listed in Part D of Schedule I of the Scheme;
- 1.11 "Scheme of Arrangement" or "Scheme" or "this Scheme" or "the Scheme" shall mean this Scheme of Arrangement under Sections 230 to 232 of the Act in its present form or with any modification(s) or amendment(s) made under relevant Clause of this Scheme;
- 1.12 "SDR Scheme" shall mean the Scheme for Strategic Debt Restructuring (i) as prescribed under the guidelines issued by the Reserve Bank of India dated June 8, 2015 (Circular Number RBI/2014-15/627) and amendments thereto; and (ii) in accordance with terms and conditions as enclosed in Annexure-1 separately.

2. INTERPRETATION

In this Scheme, unless the context otherwise requires:-

- 2.1 the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- 2.2 references to one gender include all genders;



- 2.3 any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 2.4 any reference to any agreement or other document shall be construed as a reference to such agreement or other document as amended by the parties thereto from time to time; and
- 2.5 words in the singular shall include the plural and vice versa.

3. **DATE WHEN THE SCHEME COMES INTO OPERATION**

The Scheme shall come into operation on and from the Appointed Date.

4. **SHARE CAPITAL**

4.1 The share capital of the Transferor Company as on April 17, 2017 is as follows:

Authorised Share Capital	
1000,00,00,000 equity shares of Rs.10/- each	10000,00,00,000/-
10,00,00,000 preference shares of Rs.100/- each	1000,00,00,000/-
Total	11000,00,00,000/-
Issued Subscribed and Paid-up	
940,43,41,317 equity shares of Rs.10/- each	9404,34,13,170/-
Total	9404,34,13,170/-

4.2 The share capital of the Transferee Company as on April 17, 2017 is as follows:

Authorised Share Capital	
600,00,00,000 equity shares of Rs.10/- each	6000,00,00,000/-
10,00,00,000 preference shares of Rs.100/- each	1000,00,00,000/-
Total	7000,00,00,000/-
Issued Subscribed and Paid-up	
413,22,99,157 equity shares of Rs.10/- each fully paid up	4132,29,91,570/-
Total	4132,29,91,570/-

PART- II

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY AND DISSOLUTION OF THE TRANSFEROR COMPANY

5. **AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY**

5.1 *General*

Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Transferor Company shall be and stand amalgamated with and shall be deemed to have been amalgamated with the Transferee Company, pursuant to the provisions of sections 230 to 232 and other relevant provisions of the Act, as a going concern, without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, part of the Transferee Company by virtue of and in the manner provided in the Scheme.



5.2 Transfer of Assets of the Transferor Company

5.2.1 Without prejudice to the generality of Clause 5.1, upon the coming into effect of the Scheme and with effect from the Appointed Date:

- (a) All the assets and properties of the Transferor Company of whatsoever nature and wheresoever situate, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested or deemed to be transferred or vested in the Transferee Company, as a going concern, so as to become, as and from the Appointed Date, the assets and properties of the Transferee Company.
- (b) Without prejudice to the provisions of Clause 5.2.1(a) above, in respect of such of the assets and properties of the Transferor Company, as are movable in nature or are incorporeal property or are otherwise capable of transfer by manual delivery and / or by endorsement, the same shall be transferred to the Transferee Company and shall upon such delivery or endorsement become the assets and properties of the Transferee Company as an integral part of the Transferee Company, transferred under this Scheme, without requiring any deed or instrument or conveyance for the same.
- (c) In respect of movables other than those dealt with in Clause 5.2.1(b) above, including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, quasi government, local or other authority or body or with any company or other person, the same shall, on and from the Appointed Date, be and stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may if it so deems appropriate give notice in such form as it may deem fit and proper in its sole discretion, to each person, debtor, depositor, as the case may be, that the said debt, loan, advance, balance or deposit stand transferred to and vested in the Transferee Company).
- (d) With effect from the Appointed Date, in accordance with the CENVAT Credit Rules, 2004 framed under the Central Excise Act, 1944 as are prevalent at the time of sanction of the Scheme, the CENVAT Credit including the service tax credits lying un-utilised in the Transferor Company shall stand transferred to the Transferee Company, as if the same were the CENVAT Credit availed in the Transferee Company's accounts. It is declared that the transfer of the CENVAT Credit including the service tax credits stands allowed as stock of inputs or such or in process, including capital goods and service tax paid for the input services is also transferred by the Transferor Company to the Transferee Company. The inputs, input services or capital goods on which the credit has been availed of have been duly accounted for.
- (e) The Scheme shall take effect from the Appointed Date for all tax purposes (including income tax, sales tax, excise duty, service tax and customs duty) and accordingly all taxes payable by the Transferor Company relating to the Transferor Company, from the Appointed Date onwards shall be treated as the tax liabilities of the Transferee Company. Accordingly, upon the Scheme becoming effective from the Appointed Date, the Transferee Company is expressly permitted to file or revise value added tax and sales tax, central excise and other tax returns including the turnover of Transferor Company and to discharge all tax liabilities of such returns and to claim refunds/credits/set-offs, etc., if any, wherever deemed necessary, pursuant to the provisions of the Scheme with effect from the Appointed Date.



- (f) All taxes (including income tax, sales tax, excise duty, customs duty, service tax, value added tax, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of its business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- (g) In particular, the Infrastructure Provider Category-I (IP-I) registration with the Department of Telecommunications, Government of India, authorizations and any other licences / approvals granted to the Transferor Company, all municipal approvals, permission for establishing cellular towers or receiving stations or any broadband and / or broadcasting approvals and forming part of the Transferor Company shall stand transferred to and vest in, the Transferee Company and the concerned licensees and grantors of such approvals, clearances, permissions shall endorse, where necessary, and record the name of the Transferee Company on such approvals, clearances and permissions so as to empower and facilitate the approval and amalgamation of the Transferor Company with the Transferee Company, without hindrance or let on and from the Effective Date.
- (h) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become, as and from the Appointed Date, licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

5.2.2 All assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all the assets and properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, of the Act, without any further act, instrument or deed be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company, upon the coming into effect of this Scheme, pursuant to the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any of the Act. However, such amalgamation of the assets and properties of the Transferor Company into the Transferee Company shall not be deemed to affect the rights of the secured lenders of the Transferor Company and the Transferee Company respectively and the rights of the lenders in relation to all the charges created on the assets and properties of the Transferor Company and the Transferee Company shall be deemed to survive the amalgamation as they existed prior to the Appointed Date, as provided for in Clause 5.4 of this Scheme.

5.3 Transfer of Liabilities of the Transferor Company

5.3.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all Liabilities of the Transferor Company shall, pursuant to the sanction of this Scheme under the provisions of Sections 230 to



232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, notice or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other Person who is party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause of the Scheme. Such Liabilities shall constitute obligations of Transferee Company which shall at least rank on a paripassu basis with all other existing liabilities and obligations of the Transferee Company towards its existing lenders or in such order of priority as may be specifically agreed between the erstwhile lenders of the Transferor Company and the existing lenders of the Transferee Company.

5.3.2 All debts, liabilities, duties and obligations of the Transferor Company, as on the Appointed Date whether or not provided in the books of the Transferor Company, and all debts and loans raised and used and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date shall be deemed to be and shall become the debts, loans raised and used, duties, liabilities and obligations incurred of / by the Transferee Company by virtue of this Scheme.

5.3.3 Where any such debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.

5.3.4 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and, to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the loans, liabilities, duties and obligations of the Transferee Company and the Transferee Company shall meet, discharge and satisfy the same.

5.3.5 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company, shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.

5.4 Encumbrances

5.4.1 The transfer and vesting of the assets of the Transferor Company under the Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided.

5.4.2 All the Encumbrances, if any, created by the Transferor Company on the Appointed Date and after the Appointed Date and upto the Effective Date in pursuance of the Scheme, over the assets and properties of the Transferor Company or any part thereof, shall stand transferred to the Transferee Company by virtue of the



Scheme, provided that in so far as any Encumbrances that secure or relate to the liabilities of the Transferor Company, the encumbrances shall, continue to relate and attach to such assets of the Transferor Company as any part thereof to which they are related or attached prior to and/or after the Effective Date of the Scheme in terms of the Corporate Debt Restructuring ("CDR") and security documents as executed at the time of CDR for creating such encumbrances, (save and except such assets and properties, which are not permitted to be transferred by the Rules and Regulations of the Government (Central / State) and / or Statutory Authorities / Agencies and / or Local Authorities and / or Statutory Bodies and / or other such Authorities). However, in relation to any assets or properties acquired or created by the Transferee Company after the Effective Date of the Scheme, the Encumbrances of the lenders of the Transferor Company and the Transferee Company shall rank *paripassu* for the purposes of the satisfaction of the debts.

- 5.4.3 Further, all the Encumbrances, if any, existing over the assets or properties or any part thereof of the Transferee Company or any Encumbrance created over the assets or properties or any part thereof of the Transferee Company prior to or after the Appointed Date and until the Effective Date of the Scheme shall continue to relate and attach to such assets or properties or any part thereof to which they are related or attached prior to the Effective Date, (save and except such assets and properties, which are not permitted to be transferred by the Rules and Regulations of the Government (Central / State) and / or Statutory Authorities / Agencies and / or Local Authorities and / or Statutory Bodies and / or other such Authorities).
- 5.4.4 For the above purpose, the lenders of the Transferor Company having existing Encumbrances over the assets and properties of the Transferor Company as on the Effective Date and the lenders of the Transferee Company having existing Encumbrances over the assets and properties of the Transferee Company as on the Effective Date of the Scheme shall not void and shall be deemed to have not voided the charges and encumbrances in respect of the assets and properties to which they relate as of the effective date of the Scheme and shall continue to encumber such assets and properties of the Transferor Company and Transferee Company respectively. Provided that on and from the Effective Date, the secured lenders to the Transferor Company and Transferee Company (including the Rupee Lenders) shall have a *paripassu* charge on (a) all current assets of the Transferee Company including the cash flows of the Transferee Company for which the Transferee Company shall only be required to maintain a single combined trust and retention account as required under the respective CDR and security documents as executed at the time of CDR for creating such encumbrances of the Transferor Company and the Transferee Company; and (b) any assets or properties acquired or created by the Transferee Company after the Effective Date of the Scheme.
- 5.4.5 Subject to clause 5.2.2, 5.4.1, 5.4.2, 5.4.3, 5.4.4 and any other particular provisions if any, in the Scheme, any reference in any security documents or arrangements (to which the Transferor Company is a party) to the assets of the Transferor Company shall continue to be construed as a reference to the Transferor Company and any reference in any security documents or arrangements (to which the Transferee Company is a party) to the assets of the Transferee Company shall continue to be construed as a reference to the Transferee Company. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or filings for the modification(s) of charge or the creation of charge, with the Registrar of Companies, Maharashtra and / or the Registrar of Companies, Tamil Nadu, to give formal effect to the above provisions, if required.
- 5.4.6 Upon the coming into effect of the Scheme, the Transferee Company alone shall be held to perform, as per the terms of the Scheme, all the obligations in respect of the liabilities of the Transferor Company, which have been transferred to it in terms of the Scheme.
- 5.4.7 It is expressly provided that, save as provided in the Scheme, no other term or condition of the liabilities transferred to the Transferee Company will be modified by virtue of the Scheme except to the extent that



such amendment is required by statute, expressly or by necessary implication, or are as prescribed by the relevant authorities.

- 5.4.8 The provisions of this Clause 5.4 shall operate in accordance with the terms of this Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/or superseded (as the case may be) by the foregoing provisions.

5.5 Inter-pa Transactions

Without prejudice to the provisions of Clauses 5.1 to 5.4, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.

6. **DISSOLUTION OF THE TRANSFEROR COMPANY**

On the coming into effect of this Scheme, the Transferor Company shall stand dissolved without winding-up, pursuant to the provisions of Sections 230 to 232 of the Act.

**PART - III
ISSUE OF FRESH EQUITY SHARES**

7. **CONSIDERATION**

- 7.1 In consideration of the amalgamation of the Transferor Company with the Transferee Company, in terms of and on the coming into effect of the Scheme, the Transferee Company shall, without any further application, not, deed or instrument, issue and allot to each of the shareholders of the Transferor Company holding equity shares of the Transferor Company or to his / her / its heirs, executors or administrators or, as the case may be, successors or trustees, 1 (One) equity share of the face value of Rs.10/- (Rupees Ten) each, in the Transferee Company, credited as fully paid-up shares (the "GIL Shares") for every, 1 (One) fully paid-up equity share of the face value of Rs.10/- (Rupees Ten) each held by such equity shareholder or their respective heirs, executors or administrators or, as the case may be, successors or trustees in the Transferor Company. The ratio in which equity shares of the Transferee Company are to be issued and allotted to the shareholders of the Transferor Company is the "Share Exchange Ratio".
- 7.2 Upon the coming into effect of the Scheme and as an integral part of the Scheme, the share capital of the Transferor Company to the extent of 121,57,27,400 (One Hundred Eighty One Crore Fifty Seven Lakh Twenty Two Thousand Four Hundred only) equity shares of face value of Rs.10/- (Rupees Ten) each credited as fully paid-up held by the Trust in the Transferor Company, for the benefit of its sole beneficiary i.e. the Transferee Company shall stand cancelled.
- 7.3 On the Scheme becoming effective and as an integral part of the Scheme, the issued, subscribed and the paid-up share capital of the Transferee Company shall stand suitably increased consequent on the issue of the GIL Shares. It is clarified that no special resolution under Section 62 of the Act shall be required to be passed by the Transferee Company in a general meeting for the issue of the GIL Shares under the Scheme and on the members of the Transferee Company approving the Scheme, it shall be deemed that the shareholders of the Transferee Company have given their consent to the issue of the GIL Shares, as provided in the Scheme.



7.4 The Company is in process of restructuring its Foreign Currency Convertible Bonds. The Share Exchange Ratio has been calculated basis the estimated diluted equity share capital of Transforce Company (~Rs. 58,00 billion), assuming conversion of compulsorily convertible bonds post restructuring of the Foreign Currency Convertible Bonds.

7.5 The provisions of this Clause shall be applicable in relation to the first issue of equity shares of the Transforce Company;

7.5.1 In so far as the issue of the GIL Shares pursuant to Clauses 7.4 and 7.2 above is concerned, the shareholders of the Transforce Company holding shares in physical form shall have the option, exercisable by notice, in writing, by them to the Transforce Company on or before the Record Date, to receive the GIL Shares of the Transforce Company either in physical form or in dematerialized form, in lieu of their shares in the Transforce Company, in accordance with the terms hereof. In the event that such notice has not been received by the Transforce Company in respect of any of the members of the Transforce Company, the shares of the Transforce Company shall be issued to such members in physical form. Those members of the Transforce Company who exercise the option to receive the shares in dematerialized form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may be required in the notice provided by such shareholders to the Transforce Company on or before the Record Date. It is only thereupon that the Transforce Company shall issue and directly credit the demat/beneficiary account of such member with the GIL Shares of the Transforce Company and the share certificates representing the equity shares of the Transforce Company shall stand automatically and irrevocably cancelled on the issue of GIL Shares by the Transforce Company to the shareholders of the Transforce Company.

7.5.2 Each of the members of the Transforce Company holding shares of the Transforce Company in dematerialized form shall have the option, exercisable by notice in writing by them to the Transforce Company on or before the Record Date, to receive the GIL Shares of the Transforce Company either in physical form or in dematerialized form, in lieu of their shares in the Transforce Company in accordance with the terms hereof. In the event that such notice has not been received by the Transforce Company in respect of any of the members of the Transforce Company, the shares of the Transforce Company shall be issued to such members in dematerialized form as per the records maintained by the National Securities Depository Limited and/or Central Depository Services (India) Limited on the Record Date.

7.5.3 In the event of there being any pending share transfer, whether lodged or outstanding, of any shareholder of the Transforce Company, the Board of the Transforce Company shall be empowered but not bound in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date and to take such decisions as may be necessary, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Transforce Company, after the effectiveness of this Scheme.

7.5.4 The GIL Shares issued and allotted by the Transforce Company in terms of this Scheme shall be subject to the provisions of the Memorandum of Association and Articles of Association of the Transforce Company and shall, inter-alia, rank *paripassu* in all respects with the then existing equity shares of the Transforce Company, including in respect of dividend, if any, that may be declared by the Transforce Company on or after the Effective Date.

7.5.5 The GIL Shares of the Transforce Company issued in terms of the Scheme will be listed and/or admitted to trading on the BSE and the NSE where the shares of the Transforce Company are listed and/or admitted to trading. The Transforce Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary and agreed by the Transforce Company, in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchanges, including compliance with the listing agreements of the said exchanges.



7.5.6 For the purpose of issue of equity shares to the shareholders of the Transferor Company, the Transferee Company shall, if and to the extent required, apply for and obtain the required statutory approvals and other concerned regulatory approvals for the issue and allotment by the Transferee Company of the GIL Shares.

7.5.7. No fractional certificates shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the shareholders of the Transferor Company are entitled on the issue and allotment of the GIL Shares by the Transferee Company in accordance with this Scheme. The Board of the Transferee Company shall instead consolidate all such fractional entitlements to which the shareholders of the Transferor Company may be entitled on issue and allotment of the GIL Shares of the Transferee Company as aforesaid and shall, without any further application, act, instrument or deed, issue and allot such fractional entitlements directly to an individual trustee or a board of trustees or a corporate trustee (the "Trustee for Fractional Entitlements"), who shall hold such fractional entitlements with all additions or accretions thereto in trust for the benefit of the respective shareholders to whom they belong and their respective heirs, executors, administrators or successors for the specific purpose of selling such fractional entitlements in the market at such price or prices and at such time or times as the Trustee for Fractional Entitlements may in its sole discretion decide and pay to the Transferee Company the net sale proceeds thereof and any additions and accretions, whereupon the Transferee Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of the Transferor Company in proportion to their respective fractional entitlements.

INCREASE IN AUTHORIZED SHARE CAPITAL OF THE TRANSFEE COMPANY

8. Upon this Scheme coming into effect, the authorized share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced, without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to the Registrar of Companies, Maharashtra and/or Registrar of Companies, Tamil Nadu as per the provisions of applicable law, by Rs.11000,00,00,000/- (Rupees Eleven Thousand Crore only) comprising of 1000,00,00,000 (One Thousand Crore) equity shares of Rs.10/- (Rupees Ten only) and 10,00,00,000 (Ten Crore) preference shares of Rs.100/- (Rupees Hundred only) each and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to this Scheme shall be deemed to be sufficient for the purposes of effecting this amendment. For this purpose, the filing fees and stamp duty already paid by the Transferee Company on its authorized share capital shall be utilized and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorized share capital and accordingly, the Transferee Company shall not be required to pay any fees / stamp duty on the authorized share capital so increased.

9. Accordingly, in terms of this Scheme, the authorized share capital of the Transferee Company shall stand enhanced to an amount of Rs.18000,00,00,000/- (Rupees Eighteen Thousand Crore only) divided into 1600,00,00,000 (One Thousand Six Hundred Crore) equity shares of Rs.10/- (Rupees Ten only) each and 20,00,00,000 (Twenty Crore) Preference Shares of Rs.100/- (Rupees One Hundred only) each and Clause V (a) of the Memorandum of Association and Article 3 (a) of the Articles of Association of the Transferee Company shall on the Effective Date stand substituted to read as follows:

Clause V (a) of the Memorandum of Association:

"The Authorized Share Capital of the Company is Rs.18000,00,00,000/- (Rupees Eighteen Thousand Crore only) divided into 1600,00,00,000 (One Thousand Six Hundred Crore) equity shares of Rs.10/- (Rupees Ten) each and 20,00,00,000 (Twenty Crore) Preference Shares of Rs.100/- (Rupees One Hundred only) each."



Article 3 (a) of the Articles of Association:

"The Authorised Share Capital of the Company is Rs.18000,00,00,000/- (Rupees Eighteen Thousand Crore only) divided into 1600,00,00,000 (One Thousand Six Hundred Crore) equity shares of Rs.10/- (Rupees Ten only) each and 20,00,00,000 (Twenty Crore) Preference Shares of Rs.100/- (Rupees One Hundred only) each, with the rights, privileges and emoluments attached thereto as provided by the Articles of Association of the Company for the time being in force and to divide the share capital for the time being of the Company into several classes (being those specified in the Companies Act, 1956) and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be permitted by the said Act or provided by the Articles of Association of the Company for the time being in force."

10. It is clarified that no separate resolution under Sections 16, 31 and 94 or any other provision of the Act shall be required to be passed by the Transferee Company separately in a general meeting for increase of the authorised share capital of the Transferee Company and on the members of the Transferee Company approving this Scheme, it shall be deemed that they have approved the increase in the authorised share capital in terms of Sections 16, 31 and 94 and all other provisions of the Act.

PART - IV
GENERAL CLAUSES

11. CONDUCT OF BUSINESS

11.1 With effect from the Appointed Date and upto and including the Effective Date:-

11.1.1 The Transferor Company shall carry on, in trust, its business and activities in the ordinary course with reasonable diligence and business prudence, including making applications for approvals, licences, permits and registrations required for the running of the business of the Transferor Company and shall not, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditures, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its subsidiaries or group companies or any third party; or sell, transfer, alienate, charge, mortgage or encumber or deal with the whole or part of the business to be transferred pursuant to the Scheme, save and except in each case in the following circumstances:

- (a) If the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the National Company Law Tribunal;
- (b) If the same is provided in this Scheme; or
- (c) If written consent of the Transferee Company has been obtained or as disclosed in the accounts of the Transferor Company.

11.1.2 The Transferor Company shall not, without the prior consent in writing of the Board of the Transferee Company, undertake any new business.

11.1.3 The Transferor Company shall not change any employee salary structure or any benefit, perks or schemes made available to the employees of the Transferor Company employed for the conduct of its business activities.

12. LEGAL PROCEEDINGS



12.1 On and from the Effective Date of the Scheme, all suits, actions, arbitrations and other judicial or quasi-judicial proceedings by or against the Transferor Company in relation to the provision or conduct of the business and pending or arising subsequent to the Appointed Date shall be continued, prosecuted and enforced by or against the Transferee Company as effectively as if the same had been filed by, pending and/or arising against the Transferee Company.

12.2 After the Appointed Date, if any proceedings are taken against the Transferor Company in respect of the matters referred to in aforesaid Clause, it shall defend the same at the cost of the Transferee Company and the Transferee Company shall reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company.

13. CONTRACTS, DEEDS AND OTHER INSTRUMENT

13.1 Until the Effective Date of the Scheme, the Transferor Company shall carry on the business activities in the ordinary course and shall not execute any material, extraordinary contract, liability or undertaking without the prior written consent of the Transferee Company.

13.2 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, and other instruments of whatsoever nature pertaining to or arising out of the conduct of the ordinary business to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall, without the requirement of any further action or deed on the part of the Transferor Company and/or the Transferee Company, be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and as effectively as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

13.3 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation or any other writings in favour of the secured creditors or other creditors of the Transferor Company or in favour of any other party to any contract or arrangement pertaining to or arising out of the conduct of business to which the Transferor Company is a party or is subject to in order to give formal effect to this Scheme. The Transferee Company shall under the provisions of this Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.

14. EMPLOYEES

14.1 On and from the Effective Date of this Scheme, all employees of the Transferor Company employed by the Transferor Company in relation to and/or for the conduct of the business shall become the employees of the Transferee Company on such date without any break in their service, and the terms and conditions of employment shall not be less favourable than those applicable to such employees on the day immediately prior to the effective date of this Scheme.

14.2 With effect from the Effective Date of this Scheme, the Transferee Company shall credit each of the employees of the Transferor Company with years and months of service in the Transferee Company equal to years and months of service by such employees in the Transferor Company upto the effective date of this Scheme for the purposes of eligibility for, vesting and accrual of, and entitlement (whether immediate, prospective or contingent) to all retirement, retrenchment and other benefits.

14.3 It is expressly provided that as for as the provident fund, gratuity fund, superannuation fund or any other special fund created or existing for the benefit of the employees of the Transferor Company are concerned (collectively the "Funds"), upon the effective date of this Scheme, the accumulated Funds, the balances lying therein and the investments made by the Funds shall stand transferred and be transferred at an appropriate stage to the corresponding



provident fund, gratuity fund, superannuation fund or any other special fund created or designated for this purpose by the Transferee Company to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to the Funds created or existing for the benefit of the employees of the Transferor Company shall become those of the Transferee Company and it is clarified that the services of the employees of the Transferor Company will be treated as having been continued for the purpose of the aforesaid Funds or schemes or provisions.

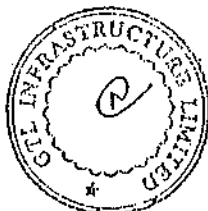
15. SAYING OF CONCLUDED TRANSACTIONS

- 15.1 Subject to the terms of the Scheme, the transfer and vesting of the Transferor Company under the Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or after the Appointed Date till the effective date of this Scheme, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

**PART - V
TREATMENT**

16. ACCOUNTING TREATMENT

- 16.1 The amalgamation shall be accounted for in the books of the Transferee Company in accordance with the "pooling of interests method" prescribed under IndAS 103 "Business Combinations" and/or such other IndAS as may be relevant. Accordingly:
- 16.1.1 All the assets and liabilities of the Transferor Company shall be recorded at their existing carrying amounts and in the same form in the books of the Transferee Company.
- 16.1.2 The face value of equity shares issued by the Transferee Company to the Equity Shareholders of the Transferor Company pursuant to this Scheme shall be recorded as equity share capital of the Transferee Company in accordance with the applicable IndAS.
- 16.1.3 The balance of the retained earnings appearing in the financial statements of the Transferor Company (or appearing in the books of accounts of the Transferor Company) shall be aggregated with the corresponding balance appearing in the financial statements of the Transferee Company. Alternatively, at the option of the Board of the Transferee Company, the same shall be transferred to general reserve, if any, of the Transferee Company.
- 16.1.4 The excess, if any, between the amount recorded as share capital issued by the Transferee Company and the amount of share capital of the Transferor Company shall be transferred to capital reserve in the books of the Transferee Company and such reserve shall be also reserve for being used accordingly except by way of distribution of dividend.
- 16.1.5 The Reconstruction Reserve in the books of Transferee Company as on the Appointed Date shall be reclassified as Capital Reserve.
- 16.1.6 Any inter-company payables/receivables (including loans, advances or debtors etc.) shall be cancelled.



16.1.7 In case of any differences in accounting policies between the Transferee Company and the Transferor Company, impact of the same will be quantified and the same shall be appropriately adjusted and reported in accordance with applicable accounting rules and principles, so as to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of harmonious accounting policies.

16.1.8 Notwithstanding anything stated above, in case of a need for clarification or adjustment, the Transferee Company may, in consultation with its statutory auditors, resolve accounting issues, if any, in the best interests of the Transferee Company and the Transferor Company.

17. DECLARATION OF DIVIDEND

17.1 For avoidance of doubt, it is hereby clarified that nothing in this Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its shareholders as on the respective Record Date for the purpose of dividend, and the shareholders of the Transferor Company shall not be entitled to dividends, if any. However, on and from the earlier of the dates of filing of this Scheme with the respective National Company Law Tribunal and until the Effective Date, the Transferor Company shall declare a dividend only after prior consultation with the Transferee Company.

17.2 Until the coming into effect of this Scheme, the shareholders of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association.

17.3 It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and / or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

PART - VI GENERAL TERMS AND CONDITIONS

18. APPLICATIONS TO THE NATIONAL COMPANY LAW TRIBUNAL

18.1 The Transferor Company and the Transferee Company shall with all reasonable dispatch make applications and file petitions, under Sections 230 to 232 and other relevant provisions of the Act, to / before each of the National Company Law Tribunal under whose jurisdiction the Transferor Company and the Transferee Company fall, seeking orders for dispensing with or convening as the case may be, the holding and conducting of the meetings of the respective classes of the shareholders and/or creditors of the Transferor Company and the Transferee Company if so required and as may be directed by the National Company Law Tribunal.

18.2 On the Scheme being approved by the requisite majorities of the members of the Transferor Company and the Transferee Company, the Transferor Company and the Transferee Company shall with reasonable dispatch respectively apply to the respective National Company Law Tribunal for the sanctioning of the Scheme under the provisions of Sections 230 to 232 and any other applicable provisions (if any) of the Act for the court orders for enabling this Scheme to come into effect.

19. SDR SCHEME

The Transferor Company, the Transferee Company and their respective members and creditors shall comply with SDR



Scheme in like broad manner.

10. MODIFICATION / AMENDMENT TO THE SCHEME

20.1 The Transferor Company and the Transferee Company may, from time to time, make or consent to, on behalf of all Persons concerned any modifications or amendments to the Scheme that do not effect the rights of the Parties to the Scheme and / or such modifications or amendments to the Scheme which may otherwise be considered necessary to resolve all doubts or difficulties that may arise for implementing and/or carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary for putting the Scheme into effect. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Boards, or any committee of directors constituted or any other Person authorised in that behalf by the concerned Boards.

20.2 For the purpose of giving effect to the Scheme or to any modifications or amendments thereof, the Board of the Transferor Company and the Transferee Company or any Person authorised by the respective Board in that behalf may give and is authorised to give all such directions as are necessary or desirable as they may think fit and such determination or directions as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in the Scheme.

11. COMING INTO EFFECT

21.1 The Scheme is conditional upon and subject to the following conditions having been fulfilled or waived, pursuant to which, the Scheme shall come into effect on and from the Effective Date of this Scheme:-

21.1.1 the Scheme being approved by the respective requisite majorities of the respective classes of members of the Transferor Company and the Transferee Company as may be directed by the National Company Law Tribunals and the requisite sanctions and orders of the National Company Law Tribunals being obtained;

21.1.2 the transferee entity will take approval of public shareholders through postal ballot and e-voting for the proposed Scheme of Arrangement of Chennai Network Infrastructure Limited and GTL Infrastructure Limited in terms of para 9 (a) of SEBI circular no. CFD/DILJ/CIR/2017/21, dated March 10, 2017.

21.1.3 the Scheme shall be voted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it in terms of para 9 (b) of SEBI circular no. CFD/DILJ/CIR/2017/21, dated March 10, 2017.

21.1.4 the filing of the necessary certified copies of the orders of the National Company Law Tribunals with the Registrar of Companies, Maharashtra and/or Registrar of Companies, Tamil Nadu, as the case may be;

21.1.5 each party receiving in form and substance satisfactory to it, regulatory, tax, governmental and other consents and approvals which it is necessary or required to be obtained in connection with the entering into or performance of the obligations under this Scheme and such consents and approvals remaining in full force and effect; and

21.1.6 such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.

21.2 The Scheme, although to come into operation from the Appointed Date, shall not become effective until the last of the following dates, namely:-

1. the date on which the last of the aforesaid consents, approvals, permissions, resolutions and orders, shall be obtained or passed referred to in the Scheme; and



11. the orders of the National Company Law Tribunals are filed with the Registrar of Companies, Maharashtra and the Registrar of Companies, Tamil Nadu, as the case may be.

22. VALIDITY OF EXISTING RESOLUTIONS

Upon coming into effect of the Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the effective date of this Scheme, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

23. COSTS, CHARGES & EXPENSES

All costs, charges and expenses including duties, levies and all other expenses, of / payable by the Transferor Company and the Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company shall be borne and paid by the Transferee Company alone.



SCHEDULE I

Part A - List of Rupee lenders of the Transferee Company

1. Andhra Bank
2. Bank Of Baroda
3. Bank Of India
4. Canara Bank
5. Central Bank Of India
6. Corporation Bank
7. ICICI Bank Limited
8. IDBI Bank Limited
9. Indian Overseas Bank
10. Life Insurance Corporation of India
11. Oriental Bank Of Commerce
12. Punjab National Bank
13. Union Bank Of India

Part B - List of Rupee lenders of the Transferee Company

1. Andhra Bank
2. Axis Bank Limited
3. Bank of Baroda
4. Bank of India
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. IDBI Bank Limited
10. Indian Bank
11. Indian Overseas Bank
12. Life Insurance Corporation of India
13. Oriental Bank of Commerce
14. Punjab National Bank
15. State Bank of India (erstwhile State Bank of Bikaner & Jaipur)
16. State Bank of India
17. State Bank of India (erstwhile State Bank of Patiala)
18. State Bank of India (erstwhile State Bank of Travancore)
19. Union Bank of India
20. United Bank of India
21. Vijaya Bank



ANNEXURE-1 of the Scheme

Executed Term Sheets between the Transferor Company and its JLP lenders and between Transferee Company and its JLP lenders to be annexed separately

Certified True Copy 18.12.2017 U
Date of Application 22/12/17
Number of Pages 20
Fee Paid Rs. 100
Applicant called for collection copy on 22/12/2017
Copy prepared on 22/12/2017
Copy Issued on 22/12/2017

U

Deputy Director
National Company Law Tribunal, Mumbai Bench



NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH, MUMBAI

COMPANY SCHEME PETITION NO.1031 OF 2017.
CONNECTED WITH
COMPANY SCHEME APPLICATION NO.864 OF 2017.

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 of the Companies
Act, 2013;

AND

In the matter of Scheme of Arrangement of
CHENNAI NETWORK INFRASTRUCTURE
LIMITED (The Transferor Company) and GTL
INFRASTRUCTURE LIMITED (The Transferee
Company) and their respective shareholders
and Creditors .

GTL INFRASTRUCTURE LIMITED,

... Petitioner Company.

Certified copy of the order dated 15th
December, 2017 along with Scheme of
Arrangement



Mr. Chandrakant Mhadeshwar.

Advocate for the Petitioner

1/5, Mahavir Chambers, 1st Floor

Banaji Path, via Manubhai Lane

Fort, Mumbai 400 001



IN THE NATIONAL COMPANY LAW TRIBUNAL
SIGNAL BENCH, CHENNAI

CP/197/CAA/2017
[CA/153/CAA/2017]

Under Section 230 to 232 of the Companies Act, 2013

In the matter of Scheme of Amalgamation

Between

M/s. Chennai Network Infrastructure Limited
(Transferor Company)

With

M/s. GTL Infrastructure Limited
(Transferee Company)

And

Their Respective Shareholders and Creditors

Order delivered on: 13.12.2017

For the Petitioner(s) : *Mr. Abhishek Raman, Advocate*
Mr. Pawan Jhabakh, Advocate

ORDER

Per: CH. MOHD SHARIEF TARIQ, MEMBER (J)

1. Under consideration the Company Petition No.197/CAA/2017 filed under Sections 230 to 232 of the Companies Act, 2013 r/w the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. As per the Scheme of Amalgamation (in Short, 'Scheme') the Applicant Company viz., M/s. Chennai Network Infrastructure Ltd, (for short 'Transferor Company') will



get merged with M/s. GTL Infrastructure Ltd, formerly known as 'GTL Engineering And Managed Network Services Limited' (hereafter referred to as "Transferee Company") as a going concern.

2. The Detail of Share Capital, Shareholders, Secured & Unsecured Creditors of the Applicant Company is as under:-

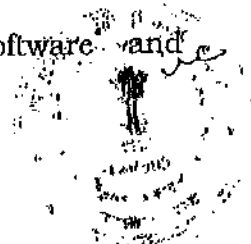
Particulars	Authorised Capital	Issued, S&P Capital	No. of Equity Share-holders	No. of Secured Creditors	No. of Un-secured Creditors
Transferor Company	Rs.1000,00,00,000	Rs.940,45,41,517	26	13	850

3. The Transferor Company is a Limited Company having its registered office at Old No. 43/1, DL New No. 403 L, 7th

Floor Samson Towers, Pantheon Road, Egmore, Chennai - 600 008, Tamil Nadu. The Transferee Company is also a Limited Company having its registered office at M/s. GTL Infrastructure Ltd, 3rd Floor, Global Vision, Electronic Sadan II, MIDC, TTC Industrial Area, Mahape, Navi Mumbai - 400 710. The Transferor Company is engaged in the business of building, establishing, setting-up, acquiring, developing, managing, providing, water supply, inland water ways, air-ports, telecommunications, roads, pipelines of all kinds of usages and other infrastructure.



facilities, engineers and general or special contractors for design, construction, manufacture, restoration of work of all types and descriptions in India and overseas, tramways, dams, bridges, underground railways, cable cars, docks wharves, jetties, power generation and/or distribution, factories, drainage and sewage works, building distributed antenna system, etc., building and street level Optical Distributed Antenna System, carriage and delivery services of the traffic from different legs between Long Distance Charging Center and Short Distance Charging Centers, hardware or software implementation, customization, certification, inspection, resources pool management in relation to all kinds of infrastructure services, IT enabling services, industrial purpose and other infrastructure industries, etc. To carry on the business of tele-sales and all other call center services in different media like voice, data, video and multimedia, development and provisioning of software, all associated activities relating to building infrastructure, associated technologies, server farms, dialers, automatic call diversion equipment and other related equipment in the hardware, software and



applications, associated hosted applications, selling and trading of application environment and associated services in consultancy, franchise operations of services and products that may be built as Intellectual Property on behalf of suppliers to domestic and international clients, consultancy or annuity basis with rights to resale, refurbish and other associated activities and to carry on or engage in the business of developing, Cellular Networking Services, based on GSM, CDMA, IP and broadband wireless networks like WiMax, Wi-Fi and 3G, technical resources pool management including staffing and body shopping services, switch facilities provisioning, leasing, renting, hire purchase and direct interconnectivity to various nations, provisioning of satellite data, communication links including termination and onward connectivity through optical fiber cables. To carry on business of all kinds of value added services including payment gateway services and international gateway services, unified access services, global mobile communications by satellite services, traders of data processing and information retrieval systems, etc., computer hardware and software of all kinds which



incorporate use and used in conjunction, leasing and/or renting and/or providing and/or licensing and/or developing and/or sharing of infrastructure, associated management services, facility management services relating to people, infrastructure, and technology in connection with the above activities. The Board of directors of Petitioner Company vide its resolution dated 22.04.2017 approved the Scheme of Amalgamation under consideration.

4. This Bench vide its common Order dated 20th September, 2017, in CA/153/CAA/2017 dispensed with convening,

holding and conducting of the meeting of equity shareholders, secured and unsecured creditors in respect of the Petitioner Company. In short the Petitioner Company complied with all the orders passed by this Bench.

5. The Learned Counsel appearing for the Petitioner Company submitted that the rationale and circumstances that have necessitated the proposed Scheme are that the amalgamation will assist in achieving higher long term financial returns than would have been achieved by the Transferor Company and the Transferee Company as



separate entities, will make available assets, financial, managerial and technical resources, personnel, capabilities, skills, expertise and technologies of both the Transferor Company and Transferee Company leading to synergistic benefits, enhancement of future business potential, increased global competitiveness, cost reduction and efficiencies, productivity gains and logistical advantages, thereby contributing to significant future growth and enhancement of shareholders value. The amalgamation will enable pooling of resources of the Transferor Company with the resources of the Transferee

Company to their advantage, resulting in more productive utilization of said resources, and cost and operational efficiency which would be beneficial to all stakeholders. The learned counsel further submits that no investigation proceedings are pending against the Companies under the provisions of the Companies Act, 1956 or corresponding provisions of the Companies Act, 2013.

6. The Regional Director, Southern Region (In short, 'RD') in the Report Affidavit (for brevity, 'Report') dated 07.12.2017 submitted that as per records of ROC, Chennai. The



Transferor Company is regular in filing its statutory returns and no complaint is pending and no inspection or investigation is pending against Petitioner Company. Further, the RD submitted that under Clause 8, the Scheme proposes to merge the authorised capital of the Transferor Company with that of the Transferee Company. Therefore, the Transferee Company may be directed to file the amended MoA and AoA with the ROC, Navi Mumbai for records. It has further been submitted by the RD that under Clause (i) to Sub Section (3) of Section 232 of the Companies Act, 2013, the Transferee Company has to pay the fees, if any, for the enhanced authorised capital subsequent to the amalgamation after setting off the fees paid by the Transferor Company. He further stated that the Transferee Company may be directed to comply with the above provisions of the Act by making an application with the ROC, Navi Mumbai for payment of the balance fee as applicable under the Provisions of the Act and Rules framed thereunder.

7. The RD further submitted that in Clause 16.1.4 of the Scheme, the Accounting Standard has stated that "the



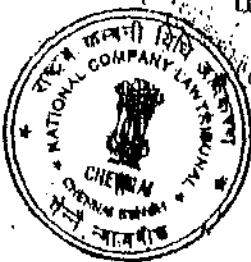
excess, if any, between the amount recorded as share capital issued by the Transferee Company and the amount of share capital of the Transferor Company shall be transferred to Capital Reserve in the books of the Transferee Company and such reserve shall be free reserve for being used accordingly, except by way of distribution of dividend".

The RD submitted that this could not be allowed as the excess amount arising out of the scheme is only a notional gain and there is no fund flow involved. So treating of the Capital Reserve as Free Reserve shall not be allowed under Section 2(43)(i) of the Companies Act, 2013 which inter-alia

stipulates that "any amount representing unrealized gains, notional gains or revaluation of assets whether shown as a reserve or otherwise, shall not be treated as free reserve".

The RD further stated that the existing Capital Reserve in the Balance Sheet of the Transferee Company to the extent of Rs.19.93 crores as on 31.03.2017, which has arisen in an earlier Scheme of Arrangement could not now be converted to Free Reserve in the present scheme. Based on

these observations, the RD suggested to remove the words
and such reserve shall be free reserve for being used



accordingly except by way of distribution of dividend" occurring in Clause 16.1.4 of the present Scheme. The counsel for the Applicant Company undertakes to remove the words. Accordingly, the words mentioned in Clause 16.1.4 stand deleted.

8. The RD further observed that in Clause 16.1.5 of the Scheme it is stated that "the reconstruction Reserve in the books of the Transferee Company as on the appointed date i.e., 01.04.2016 shall be reclassified as "Capital Reserve" implying that it will be treated as Free Reserve as provided in Clause 16.1.4 of the Scheme of the Company. The RD stated that this Reserve as per the Company's Balance Sheet of 31.03.2017 has arisen on an earlier Scheme of Arrangement which could not be changed/converted in the present Scheme and should be retained as such. The RD suggested that the entire Clause 16.1.5 i.e., "The reconstruction in the books of Transferee Company as on the Appointed date shall be reclassified as Capital Reserve" be deleted from the present Scheme. The counsel undertakes to delete the entire Clause 16.1.5 from the present Scheme.

Accordingly, the entire Clause 16.1.5 stands deleted from



the present Scheme, and the position as per the Company's Balance Sheet of 31.03.2017 shall be retained as suggested by the RD.

9. The Official Liquidator (In short, 'OL') in its report dated 08.12.2017, submitted that as per order dated 20.09.2017, he has nominated M/s. Venkat & Rangaa, Chartered Accountants (Auditor), Chennai who is one of the empanelled Auditors by the Hon'ble High Court of Madras to look into the composite Scheme of Arrangement (Amalgamation) and to scrutinize the books and accounts of the Transferor Company. The Auditor has broadly

reviewed and observed that the Transferor Company submitted his report that under Clause 14.1 of Part-IV of the proposed scheme, and the interest of all staff, workmen and employees in the service of the Transferor Company is safeguarded.

10. The OL further observed that the Chartered Accountants have examined the Books of Accounts and records, other documents, annual reports and statutory books and registers of the Transferor Company, have not been conducted in a manner which is prejudicial to the interest



of members or to public interest and that they did not come across any transactions involving act of misfeasance, which would attract the provision of Sections 339/340 of the Companies Act, 2013.

11. The OL further submits that the Chartered Accountants observed from the Register maintained at the Office of the Registrar of Companies, that the Transferor Company has filed all the returns in accordance with law except for the Assessment Years 2015-2016, 2016-2017 and 2017-2018 under the provisions of Companies Act, 2013.

12. Further perusal of the scheme shows that the Accounting Treatment is in conformity with the established accounting standards. In short, there is no apprehension that any of the creditors would lose or be prejudiced if the proposed scheme is sanctioned. The said Scheme of Amalgamation will not cast any additional burden on the stakeholders and also will not prejudicially affect the interests of any class of the creditors in any manner. The Appointed date of the said Scheme is 1st April, 2016.

13. Subject to the modifications made in the Scheme, the Scheme of Amalgamation appears to be fair and reasonable.



and is not contrary to public policy and not violative of any provisions of law. All the statutory compliances have been made under section 230 to 232 of the Companies Act, 2013. Taking into consideration the above facts, the Company Petition is allowed and the scheme of Amalgamation annexed with the petition is hereby sanctioned which shall be binding on the shareholders, creditors and employees of both the Companies.

14. While approving the Scheme as above, it is further clarified that this order will not be construed as an order granting exemption from payment of stamp duty or taxes or any other charges, if payable, as per the relevant provisions of law or from any applicable permissions that may have to be obtained or, even compliances that may have to be made as per the mandate of law.

15. The Transferee Company is directed to file the amended MoA and AoA with the ROC, Navi Mumbai for records.

16. The Companies to the Scheme or other person interested shall be at liberty to apply to this Bench for any direction that may be necessary with regard to the working of the said Scheme.



17. A certified copy of this Order shall be filed with Registrar of Companies within 30 days of the receipt of the order.
18. The Transferor Company shall be dissolved without winding up from the date of the filing of the certified copy of this order with the Registrar of Companies.
19. Upon receiving the certified copy of this order, the ROC, Chennai is directed to send all documents relating to the Transferor Company to ROC, Navi Mumbai so that the files relating to the Transferor Company could be consolidated with the files and records of the Transferee Company as per the procedure prescribed.
20. The Order of sanction to this Scheme shall be prepared by the Registry as per the relevant format provided under the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 notified on 14th December, 2016.
21. Accordingly, the Scheme stands sanctioned and CP/197/CAA/2017 stands disposed of.



Certified to be True Copy 13

(CH. MOHD SHARIEF TARIQ)
MEMBER (JUDICIAL)

G. Sankaranarayanan
DEPUTY REGISTRAR
NATIONAL COMPANY LAW TRIBUNAL
CHENNAI BENCH
CORPORATE BUILDING, 3rd FLOOR
29, RAJAJI SALAI, CHENNAI-600001.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
SINGLE BENCH, CHENNAI

CP/197/CAA/2017
[CA/153/CAA/2017]

Under Section 230 TO 232 of the Companies Act, 2013

In the matter of Scheme of Amalgamation between

M/s. Chennai Network Infrastructure Limited
(Transferor Company)

with

M/s. GTL Infrastructure Limited
(Transferee Company)

and

Their Respective Shareholders and Creditors

CORRIGENDUM

In exercise of powers under Rule 154 of the National Company Law Tribunal Rules, 2016 the order dated on 13.12.2017 is rectified as under:

Page 5 para 4 of the Order provides as follows:

"This Bench vide its common Order dated 20th September, 2017, in CA/153/CAA/2017 dispensed with convening, holding and conducting of the meeting of equity shareholders, secured and unsecured creditors in respect of the Petitioner Company. In short the Petitioner Company complied with all the order passed by this Bench."

and the same may be read as

"This Bench vide its common Order dated 20th September, 2017, in CA/153/CAA/2017 directed the Petitioner Company to hold and convene the meeting of equity shareholders, secured and unsecured creditors in respect of the Petitioner Company, accordingly the said meeting of the equity shareholders, secured and unsecured creditors were held on 9th November, 2017 respectively in which the proposed Scheme of Arrangement was approved unanimously by equity shareholders, secured and unsecured creditors respectively"

Page 11 para 11 line 4 of the Order provides as follows:

"filled all the returns in accordance with law, except for the"

and the same may be read as:

"filled all the returns in accordance with law, and pending for the"

(CH. MOHID SHARIF/TARIQ)
MEMBER (JUDICIAL)

DATED THIS THE 19th DAY OF DECEMBER, 2017.



Certified to be True Copy

DEPUTY REGISTRAR
NATIONAL COMPANY LAW TRIBUNAL
CHENNAI BENCH
CORPORATE BUILDING, 3rd FLOOR
29, RAJAJI SALAI, CHENNAI-600001.

