

THE COMPANIES ACT, 2013

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

EIH Associated Hotels Limited

A member of  *The Oberoi Group*

CIN: L92490TN1983PLC009903

Registered Office: 1/24, G.S.T. Road, Meenambakkam, Chennai-600 027

Telephone: 91-44-2234 4747 Facsimile: 91-44-2234 6699

E-mail: invcom@tridenthotels.com Website: www.eihassociatedhotels.in

Registered and incorporated as a public company on 21st March, 1983. The name of the Company was changed from "Pleasant Hotels Limited" to "Oberoi Associated Hotels Limited" effective from 25th October, 1989. New Articles of Association were adopted on 14th September, 1990. Thereafter, the name of the Company was changed from "Oberoi Associated Hotels Limited" to "EIH Associated Hotels Limited" effective from 1st November, 1996.



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Chennai

Block No. 6, B' Wing, 2nd Floor, Shastri Bhawan 26, Haddows Road, Chennai, Tamil Nadu,

Corporate Identity Number : L92490TN1983PLC009903.

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The share holders of M/s EIH ASSOCIATED HOTELS LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 22/05/2015 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Chennai this Fifth day of October Two Thousand Fifteen.

Signature Not Verified
Digitally signed by
Ministry of Corporate
Affairs - Govt of India
Date: 2015.10.05
14:42:27 +05:30

LATHA PARIMALAVADANA K
Deputy Registrar of Companies
Registrar of Companies
Chennai

Mailing Address as per record available in Registrar of Companies office:

EIH ASSOCIATED HOTELS LIMITED
1/24 GST ROAD, MEENAMBAKKAM,, CHENNAI 600 027.,
CHENNAI 600 027. - 600027,
Tamil Nadu, INDIA



Company Number : 9903



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

In the office of the Registrar of Companies, Tamil Nadu, Madras-6.
(Under the Companies Act, 1956 (1 of 1956))

IN THE MATTER OF* M/s OBEROI ASSOCIATED HOTELS LIMITED
: hereby certify that..M/s..OBEROI ASSOCIATED.....HOTELS..LIMITED.....
which was originally incorporated on...21st.....day of..March, 1983.....
under** Companies Act, 1956/~~1948~~ and under the name..M/s..PLEASANT..HOTELS....
LIMITED *** *** ***
having duly passed the necessary resolution on...30.08.96.....in terms of Section
21 / ~~21~~ of the companies Act, 1956 and the approval of the
Central Government signified in writing having been accorded hereto in the Ministry
of Law, Justice and Company Affairs, Department of Company Affairs, Registrar
of Companies, Madras, Letter No...9903/TA..II/S..21/96.....dated...01.11.96.....
the name of the said c mpany in this day changed to...EIH ASSOCIATED.....
HOTELS LIMITED *** ***
and this Certificate is issued pursuant to Section 23(1) of the said Act

Given under my hand at MADRAS this...FIRST.....Day of...NOVEMBER.....
TENTH KARTIKA

One thousand nine hundred and NINETY SIX
One thousand nine hundred and EIGHTEEN (Saka)



(P. K. BANSAL)
Registrar of Companies
Tamil Nadu

- * Here give the name of the company as existing prior to the change.
** Here give the name of the Act(s) under which the company was originally registered and incorporated.



Company Number : 18-9903

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME

In the office of the Registrar of Companies, Tamil Nadu, Madras-6,
(Under the Companies Act, 1956 (I of 1956))

IN THE MATTER OF* PLEASANT HOTELS LIMITED

I hereby certify that..... PLEASANT HOTELS LIMITED

which was originally incorporated on..... 21st day of.... March 1933

under * * Companies Act, 1956/1948 and under the name Pleasant Hotels Limited

.....
having duly passed the necessary resolution in terms of Section 21/22(1)-(a) / 22(1)-(b) of
the Companies Act, 1956 and the approval of the Central Government signified in writing
having been accorded hereto in the Ministry of Industry and Company Affairs, Department
of Company Affairs, Registrar of Companies, Madras, Letter No. 43/9903/Del. (S.21)/39
dated 25.10.'80

the name of the said company in this day changed to

OBEROI ASSOCIATED HOTELS LIMITED

and this Certificate is issued pursuant to Section 23 (1) of the said Act

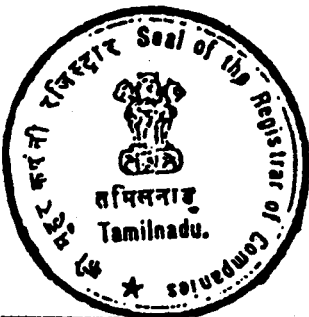
Given under my hand at MADRAS This... Twenty fifth ... Day of... October

Third

Kartika

One Thousand nine hundred and Eighty Nine

One thousand nine hundred and Eleven (Saka)



G. Srinivasan
(G. SRINIVASAN)
Registrar of Companies
Tamil Nadu

- * Here give the name of the company as existing prior to the change.
- ** Here give the name of the Act(s) under which the company was originally registered and incorporated.



Certificate For Commencement of Business

Pursuant of section 149 (3) of the Companies Act, 1956

I hereby certify that the PLEASANT HOTELS LIMITED

which was incorporated under the Companies Act, 1956, on the Twenty First day of March 1983 and which has this Thirtieth day of Phalguna 1904 and which has this day filed a duly verified declaration in the 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.

Given under my hand at MADRAS

this Tenth day of June
Twentieth Jyaistha

ONE THOUSAND NINE HUNDRED AND EIGHTY THREE
ONE THOUSAND NINE HUNDRED AND FIVE (SAKA)

SEAL OF THE
REGISTRAR OF
COMPANIES,
TAMIL NADU.

(Sd.) B. BHAVANI SANKAR
Registrar of Companies,
TAMIL NADU.

Form I. R.



Certificate of Incorporation

No. 9903 of 1983

I hereby certify that PLEASANT HOTELS LIMITED

... ..
... ..

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

Given under my hand at MADRAS

this Twenty First day of March
Thirtieth Phalguna

ONE THOUSAND NINE HUNDRED AND EIGHTY THREE
ONE THOUSAND NINE HUNDRED AND FOUR (SAKA)

SEAL OF THE
REGISTRAR OF
COMPANIES,
TAMIL NADU.

(Sd.) B. BHAVANI SANKAR
Registrar of Companies,
TAMIL NADU.

The Companies Act, 2013
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
EIH ASSOCIATED HOTELS LIMITED*
CIN: L92490TN1983PLC009903

(Adopted by a Special Resolution passed by Postal Ballot of the Company on 22nd May, 2015)

- I. The name of the Company is EIH Associated Hotels Limited.
- II. The Registered Office of the Company will be situated in the State of Tamil Nadu.
- III. (A) The objects to be pursued by the Company on its incorporation and thereafter are:
 - (1) To carry on the business of hoteliers, restaurant, café, tavern, beer house, subject to the law of the State, refreshment rooms and lodge-house keepers, motels, auto courts, holiday camps and apartment house keepers, licensed victuallers, manufacturers of and dealers in aerated, mineral and artificial waters and other drinks, purveyors and caterers for public amusements and to the extent permitted by law, wine, beer and spirit merchants, brewers, matters and distillers.
 - (2) To carry on the business of bakers, confectioners, milk sellers, dairy men, grocers, butchers, poulterers, farmers, ice merchants and ice cream makers, and to buy, sell, import and produce, manufacture or otherwise deal in food and food products, meat, groceries, fruits, biscuits, confectionery, linen, furniture and furnishings and other articles required in connection with the main business and to the extent permitted by law in wine, spirit, beer and alcoholic beverages.
 - (3) To build, make, construct, purchase, equip, maintain and improve, alter, lease and work concert halls, ball rooms and music halls, cinema theatres, lodging restaurant houses, chattels, cottages etc. and provide them with television, radio, video, gramophone and other amusements.
 - (4) To carry on the business of travel agents, recognized dealers of foreign exchange and as proprietors and managers of motors and other vehicles, garage proprietors, dealers in curios and to develop and promote tourism.
 - (4-a) To manufacture, procure, collect, exchange, buy, sell and deal in sculptures, statuettes, engravings, carvings, bronzes, enamels, decorative articles, ornamental articles, jewellery, ornaments, medals and medallions, gems, precious and semi-precious stones, and such other decorative objects, clothes, textiles, books, newspapers, periodicals, photographic materials, guest consumables, works of art and fancy articles as the Company may consider capable of being conveniently dealt in relation to its business.
 - (5) To carry on, either in connection with the business aforesaid or as distinct and separate business, the business of ice makers, ice vendors, manufacturers, hirers of and dealers in refrigerators, air-conditioners, refrigerating chambers and apparatus relating thereto, warehouse keepers and stores of all commodities, goods, articles in refrigerators, ice chambers or otherwise.

* The name of the Company was changed from "Pleasant Hotels Limited" to "Oberoi Associated Hotels Limited" effective from 25th October, 1989. Thereafter, the name of the Company was changed from "Oberoi Associated Hotels Limited" to "EIH Associated Hotels Limited" effective from 1st November, 1996.

(ii)

- (6) To carry on the business of manufacture of and dealers in tobacco, cigars, cigarettes, match-lights, pipes and any other articles required by or which may be convenient to smokers, and of snuff grinders and merchants and box merchants and to deal in any other articles and things commonly dealt in by tobacconists.
- (7) To erect and build freezing houses, ware-houses, sheds and other buildings necessary or expedient for the purpose of the Company;
- (8) To manufacture, buy, sell, exchange, repair, let out on hire and generally deal in all kinds of household goods and furnishings, china, glass and all descriptions of hardware and all kinds of household goods and furnishings, china, glass and all descriptions of hardware and all kinds of sports, requisites, machinery, engines, rolling stock, tools, implements, utensils, conveniences, effects, stores, materials, merchandise and accessories of all kinds and descriptions which can be conveniently dealt in by the Company and to act either as principals or agents in or about the Company's business or for any of the above purposes;
- (9) To carry on all or any of the businesses or of manufactures, designers, consultants, experts, buyers, sellers, hirers, renters, exporters, importers, distributors, agents and dealers, of and in musical and other instruments of all kinds including wireless, television, radio, gramophone, gramophone records, cinematograph and phonographic apparatus, records, rolls, films, devices, accessories, appliances, materials and requisite of every kind whereby sound or vision is recorded, amplified, produced, reproduced, transmitted or received;
- (10) To carry on the business of drapers and furnishing and general warehousemen in all its branches;
- (11) To carry on the business of art printers, colour printers, copper plate printers, etching printers, lithographic printers, photographic printers, rollform automatic printers, trade printers and of printers generally;
- (12) To carry on the business of advertising and publicity agents and contractors, press agents, press cutting agents, billposters, advertising consultants, display specialists and contractors and generally to undertake and execute agencies and commissions of all kinds;
- (13) To carry on the business of manufacturing wholesale and retail chemists and of manufacturers and refiners of and dealers (whether by wholesale or retail) in all kinds of drugs, chemicals, acids and compounds (whether of animal, vegetable or mineral origin) dyes, cosmetics, paints, pigments, oils, varnishes, resins and synthetic and man-made materials and fabrics of any whatsoever nature;
- (14) To manufacture and buy and sell other appliances and machines in connection with mechanical reproduction or transmission of pictures, movement music and sounds and to organize and conduct theatrical productions and entertainments of all kinds;
- (15) To hold, conduct, or otherwise participate in exhibitions, cultural shows, floor games, food exhibitions, fashion parade and conduct exhibitions and matches in all games indoor and out-door, open to the public or any section thereof;
- (16) To manufacture, buy, sell, exchange, alter, improve, manipulate, prepare for market and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances, materials and things necessary or convenient for carrying on any of the above specified businesses relating to hotels and allied activities;
- (17) To carry on all or any of the following business, namely, builders and contractors, decorators, merchants and dealers in stone, sand, lime, bricks, timber, hardware and other building requisites, brick and tile terra cotta makers, job-masters, carriers, licensed victuallers and house agents.

(iii)

- (B) Matters which are necessary for furtherance of the objects specified in clause III (A) are:
- (1) To promote any other company for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose which may be directly or indirectly calculated to benefit this Company.
 - (2) To act as buying and selling agents or other types of agents other than Managing Agents and brokers of any company, body corporate, association, firm or persons and perform all and singular the several duties, services and offices which the said agents and brokers can do and perform and to enter into any agreement or agreements for any of the purposes aforesaid.
 - (3) To draw, make, accept, endorse, discount, execute and issue and negotiate Bills of Exchange, hundies, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments;
 - (4) Without contravening the provisions of Banking Regulations Act, 1949 to advance and lend money upon such security as may be thought proper or without taking any security thereof;
 - (5) To subsidize, assist and guarantee the payment of money by or by the performance of any contract, engagement or obligation by any person or companies and in particular, customers of the Company or any persons or companies with whom the Company may have or intends to have business relations;
 - (6) To invest and deal with moneys of the Company not immediately required in any manner;
 - (7) To procure the incorporation, registration or other recognition of the Company in any Country, State or Place and to establish and regulate agencies for the purpose of the Company's business and to apply or join in applying in any Parliament, Government, Local, Municipal or other authority or body for any Act of Parliament, Law, Decree, Concessions, Orders, rights or privileges that may seem conducive to the Company's objects or any of them, and to oppose any proceedings or applications which may be calculated directly or indirectly to prejudice the Company's interests.
 - (8) Subject to the provisions of the Companies Act, 2013 to subscribe or contribute or otherwise assist or to guarantee money to charitable, benevolent, religious, national, public or any other useful institution, objects or purposes or for any exhibition;
 - (9) To distribute in specie or otherwise as may be resolved, any property or assets of the Company or any proceeds of sale or disposal of any property or assets of the Company including the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liability of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
 - (10) To give to any officers, servants or employees of the Company any share or interest in the profits of the Company's business or any branch thereof and whether carried on by means of or through the agency of any subsidiary company or not, and for that purpose to enter into such arrangements as the Company may think fit;
 - (11) To manage lands, buildings and other property situate as aforesaid whether belonging to the Company or not and to collect rents and income and to supply to tenants and occupiers and others, refreshments, attendants, messengers, light waiting rooms, reading rooms, meeting rooms, lavatories, laundry conveniences, electric conveniences, stables and other advantages;

(iv)

- (12) To acquire and take over any business or undertaking carried on, upon or in connection with any land or building which the Company may desire to acquire as aforesaid or become interested in, and the whole or any of the assets and liabilities of such business or undertakings and to carry on the same or to dispose of, remove or put an end thereto, or otherwise deal with the same as may seem expedient;
- (13) To establish and carry on, and to promote the establishment and carrying on, upon any property movable or immovable in which the Company is interested, of any business which may be conveniently carried on, upon or in connection with such property, and the establishment of which may seem calculated to enhance the value of the Company's interest in such property, or to facilitate the disposal thereof;
- (14) To purchase, take on lease or in exchange or otherwise acquire any land or buildings, in the country of India or elsewhere and any estate or interest, in and any right connected with any such lands and buildings;
- (15) To develop and turn to account any land acquired by the Company or in which the Company is interested, and in particular, by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up, and improving buildings and by planting, paving, draining, forming, cultivating, letting on building lease of building agreement, and by advancing money to and entering into contract and arrangements of all kinds with builders, tenants and others;
- (16) To acquire from any Government, Central, State, Local or Foreign or Public body or persons or authority, or from any private individual any concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account or which the Company may think directly or indirectly conducive to any of its objects or capable of being carried on in connection with its business and to work, develop, carry on, exercise and turn to account the same;
- (17) To exchange, sell, convey, assign or let on lease grant licence for the whole or any part of the Company's undertaking and to accept as consideration in lieu thereof other land or cash or Government securities or securities guaranteed by Government or shares in Joint Stock Companies or partly the one or partly the other or such other property or securities as may be determined by the Company and to take back or re-acquire any property so disposed of by repurchasing, leasing the same or obtaining a licence for such price or prices and on such terms and conditions as may be agreed upon;
- (18) To apply for, promote and obtain any Act of Parliament, Charter privilege, concessions, licences, or authorization of any government, State or Municipality, provisional order of licence from any authority for enabling the Company to carry on any its objects into effects or for extending any of the powers which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company;
- (19) To purchase or otherwise acquire any interest in any inventions, processes, letters, patents, invention, licences, concessions, rights and privileges, subject to royalty or otherwise and whether exclusive or non-exclusive or limited whether in India or any part of the world;
- (20) To amalgamate or collaborate with local or foreign companies with or without capital participation or enter into franchise arrangement with local or foreign company or enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture reciprocal concession or otherwise with any person or company in India or abroad carrying on or engaged in or about to carry on, engage in any business or transaction, capable of being carried on or conducted so as directly or indirectly to benefit this Company and to lend money or guarantee the contract or of otherwise assist any such person or company take or otherwise acquire shares and

(v)

securities of any such company and to sell, hold, re-issue with or without guarantee or otherwise deal with the same;

- (21) To subscribe for purchase or otherwise acquire and hold, sell, dispose and deal in shares, stock, debentures, debenture-stock or securities of any company or of any authority, state, municipal, local or otherwise;
- (22) To guarantee the payment of money secured by or payable under or in respect of bonds, debentures, stock, contracts, mortgages, charges, obligation and securities of any authority, state, municipal, local or otherwise of any person, whatsoever, whether incorporated or not incorporated;
- (23) To remunerate any person 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 debenture or any other securities of the Company or in about the information or promotion of the Company or the conduct of its business;
- (24) To promote and form and to be interested in, and take, hold and dispose of shares in other companies and to transfer to any such company any property of this Company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in or of any such company and to subsidiaries or otherwise assist any such company;
- (25) Generally to purchase, take on lease, or in exchange, hire or otherwise acquire any immovable or movable property, and any rights or privileges which the Company may think necessary or convenient with reference to any of the objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being;
- (26) To sell, lease, mortgage or otherwise dispose of, transfer, the business, property, assets or undertaking of the Company or any part of thereof for such consideration as the Company may think fit and in particular for shares, stocks, debentures or other securities of any other company whether or not having objects altogether or in part similar to those of the Company;
- (27) To pay for any rights or property acquired by the Company and to remunerate any person or company local or foreign whether by cash payment or by allotment of shares, debentures or other securities of the Company credited as paid up in full or by part or otherwise;
- (28) To pay out of the funds of the Company all costs, charges and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the Company and/or the issue of its capital or which the Company shall consider to be preliminary, including therein the cost of advertising, printing and stationery and commission for obtaining application for taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company, expenses attendant upon the formation of agencies, branches and local boards;
- (29) Upon any issue of shares, debentures or other securities of the Company, to employ brokers, commission agents and underwriters payment in and to provide for the remuneration of such persons for their services by each or by the issue of shares, debentures or other securities of the Company or by the granting of option to take the same or in any other manner allowed by law;
- (30) To borrow or raise money, or to receive money on deposit or loan at interest or otherwise in such manner as the Company may think fit and in particular by the issue of debentures perpetual or otherwise and convertible into shares of this or any other company and to secure the repayment of any such money borrowed, raised or received, or owing by

(vi)

mortgage, pledge, hypothecation, charge or lien upon all or any of the property, assets or revenue of the Company (both present and future) including its uncalled capital and to give the lenders or creditors the powers of sale and other powers as may seem expedient and to purchase, redeem or payoff any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance of the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company, as the case may be, but not to carry on the business of banking as defined in the Banking Regulations Act, 1949;

- (31) To issue or guarantee the issue of or the payment of interest on the shares, debentures, debenture stock or other security or obligations of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue;
- (32) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through agents, sub-contracts or trustees or otherwise and either alone or jointly with others;
- (33) To carry any business or branch of a business which the Company is authorised to carry on by means of or through the Agency or any subsidiary company or companies, and to enter into any arrangement with any such subsidiary company or companies, and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the 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 either temporarily or permanently to close any such business or branch and to appoint Directors of any such company;
- (34) To purchase or otherwise acquire and undertake liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company is authorised to carry on, or possessed of property or rights suitable for any of the purposes of the Company or which can be carried on in conjunction therewith or which is capable for being conducted as directly or indirectly to benefit the Company and to purchase, acquire, sell and deal in property, shares, stocks, debentures stock of any such person, firm or company and to conduct, make or to carry into effect any arrangement in regard to the winding up of the business of any such person, firm or company;
- (35) To take or concur in taking all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence and to avert or minimize financial disturbances, which might affect the Company;
- (36) To provide for the welfare of the employees or ex-employees of the Company and the wives, widows and families of the dependents or connection of such persons by building or contributing for the building of houses, dwelling, dwelling or chawls or by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing or contributing towards places of instructed and recreation, hospitals and dispensaries medical and other attendants and other assistance as the Company shall think fit;
- (37) To sell the undertaking of the Company or any part thereof for such considerations 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 in any manner decided in a shareholders' meeting;
- (38) To do all such acts, matters and things as may be deemed necessary or incidental or consequential on or conducive to the attainment of the above objects or any of them.

(vii)

- (IV) The liability of members is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- (V)* The Share Capital of the Company is Rs 85,00,00,000 divided into 10,00,000 Redeemable Preference Shares of Rs 100 each and 7,50,00,000 Equity Shares of Rs 10 each.
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***Notes**

1. The original share capital of Rs. 20,00,000 divided into 2,00,000 Equity Shares of Rs.10 each was increased to Rs. 4,00,00,000 divided into 40,00,000 Equity Shares of Rs.10 each on 4th July, 1984 and clause V was amended accordingly.
2. The share capital was again increased to Rs. 6,50,00,000 divided into 65,00,000 Equity Shares of Rs.10 each on 30th August, 1986 and clause V was amended accordingly.
3. The share capital was again increased to Rs. 25,00,00,000 divided into 2,50,00,000 Equity Shares of Rs.10 each on 14th September, 1990 and clause V was amended accordingly.
4. The share capital was restructured by an Ordinary Resolution passed at the Twentieth Annual General Meeting of the Company held on 12th September, 2003, by creation of 10,00,000 Redeemable Preference Shares of Rs.100 each and reduction of the Equity Shares to 1,50,00,000 Equity Shares of Rs.10 each.
5. By an Ordinary Resolution passed by the Shareholders through Postal Ballot on 22nd December, 2006 the Authorised Share Capital of the Company was altered from Rs. 25,00,00,000 divided into 1,50,00,000 Equity Shares of Rs. 10 each and 10,00,000 Redeemable Preference Shares of Rs.100 each to Rs. 50,00,00,000 divided into 10,00,000 Redeemable Preference Shares of Rs.100 each and 4,00,00,000 Equity Shares of Rs.10 each.
6. By an Order of the High Court of Judicature at Madras dated 6th day of February, 2013 sanctioning the Scheme of Amalgamation of Island Hotel Maharaj Limited with the Company the Authorised Share Capital of the Company is altered from Rs. 50,00,00,000 divided into 10,00,000 Redeemable Preference Shares of Rs. 100 each and 4,00,00,000 Equity Shares of Rs. 10 each to Rs. 85,00,00,000 divided into 10,00,000 Redeemable Preference Shares of Rs. 100 each and 7,50,00,000 Equity Shares of Rs. 10 each.

(viii)

We, the several persons whose names, addresses and subscriptions are described, are desirous of being formed into a Company in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in capital of the Company as set opposite to our respective names:

Sl. No.	Name, address, description and occupation of Subscribers	Number of shares taken by each Subscriber	Name, address, description and occupation of witness
1	L.L.NARAYAN S/o Late Dr. N.Lakshmana Iyer No. 2, George Avenue, Madras-18 Industrialist	10 (Ten) Equity	<p>Witness to all these Signatures:</p> <p>V.C. RAGHAVAN S/o Sri. S. Srinivasa Raghavachari, Company Service 69 D.R.K. Shanmugam Salai, K.K. Nagar, Madras- 600 078</p>
2	L.GANESH S/o Mr. L.L.Narayan No. 2, George Avenue, Madras-18 Service	10 (Ten) Equity	
3	L.LAKSHMAN S/o Mr. L.L.Narayan S/o Mr. L.L.Narayan No. 2, George Avenue, Madras-18 Service	10 (Ten) Equity	
4	C.BHASKARAN S/o Dr. K. Madhava Menon 27, Choudry Colony, Madras- 34 Service	10 (Ten) Equity	
5	C.PRABHAKAR S/o Mr. C.R.Rao 21, S.N.Avenue, Madras- 28 Service	10 (Ten) Equity	
6	P.V.DEVANARAYANAN S/o Mr. S.V.Sastri N3, Turnbolls Road Equity, Madras- 35 Service	10 (Ten) Equity	
7	S.SUBRAMANIAM S/o Mr. P. Krishna Iyer 0-4, HIG Flats Adyar Apartments Tamilnadu Housing Board Colony Madras- 85 Service	10 (Ten) Equity	
	Total No. of Shares taken	70 (Seventy) Equity	

The Companies Act, 2013
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
EIH ASSOCIATED HOTELS LIMITED*
CIN: L92490TN1983PLC009903

(Adopted by a Special Resolution passed by Postal Ballot of the Company on 22nd May, 2015)

1. Unless the context otherwise requires words and expressions contained in these Articles shall bear the same meaning as in the Act as defined below in force at the date at which the Articles become binding on the Company. Interpretation

The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith:-

- (i) "Act" means the Companies Act, 2013 and the relevant rules framed thereunder from time to time; and includes where the context so admits, any re-enactment or statutory modification thereof for the time being in force.
- (ii) "Articles" means these Articles of Association as framed or as from time to time altered by Special Resolution.
- (iii) "Beneficial owner" means a person whose name is recorded as such with a depository.
- (iv) "Board of Directors" or "the Board" means the Board of Directors for the time being of the Company.
- (v) "Company" means "**EIH Associated Hotels Limited**".
- (vi) "Depository" means a Company which has been granted a certificate of registration under Section 12(1A) of the Securities and Exchange Board of India, 1992 and wherein the securities of the Company are dealt with in accordance with the provisions in the Depositories Act, 1996.
- (vii) "Directors" means Directors for the time being of the Company.
- (viii) "Dividend" includes bonus.
- (ix) "Managing Director" means the Managing Director for the time being of the Company.
- (x) "Member" means a person as defined by Section 2(55) of the Act.
- (xi) "Month" means calendar month.

* The name of the Company was changed from "Pleasant Hotels Limited" to "Oberoi Associated Hotels Limited" effective from 25th October, 1989. Thereafter, the name of the Company was changed from "Oberoi Associated Hotels Limited" to "EIH Associated Hotels Limited" effective from 1st November, 1996.

- (xii) "Participant" means a person registered as such under Section 12(1A) of the Securities and Exchange Board of India Act, 1992.
- (xiii) "Office" means the Registered Office for the time being of the Company.
- (xiv) "Proxy" includes an Attorney duly constituted under a Power of Attorney.
- (xv) "Record" includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by regulations made by SEBI in relation to the Depositories Act, 1996.
- (xvi) "Register" means the Register of Members of the Company required to be kept by Section 88 of the Act.
- (xvii) "Registrar" means the Registrar of Companies, Tamil Nadu.
- (xviii) "Seal" means the Common Seal of the Company.
- (xix) "SEBI" means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.
- (xx) "Year" means Calendar Year.
- (xxi) "In Writing" or "Written" include printing, lithography and other modes of representing or reproducing words in a visible form.
- (xxii) Words importing the singular number only include the plural number and vice versa.
- (xxiii) Words importing the masculine gender include feminine gender.
- (xxiv) Words importing persons include corporations.
- (xxv) "Special Resolution" and "Ordinary Resolution" have the meanings assigned thereto respectively by Section 114 of the Act.
- (xxvi) "Resolution requiring Special Notice" has the meaning assigned thereto by Section 115 of the Act.

Table 'F' not to apply 2. Save as reproduced herein the regulations contained in "Table F" in the First Schedule to the Act shall not apply to the Company. Matters for which there is no provision in these Articles but is contained in Table F, the provisions of Table F shall apply only to that extent.

Company not to purchase its own shares 3. (1) Save as permitted by Section 67 of the Act, the funds of the Company shall not be employed in the purchase of or lent on the security of shares of the Company and the Company shall not give, directly or indirectly, any financial assistance, whether by way of loan, guarantee, the provision of security or otherwise, for the purpose of or in connection with any purchase or subscription for shares in the Company or any other company of which it may for the time being, be a subsidiary.

(2) This Article shall not be deemed to affect the power of the Company to enforce repayment of loans to members or to exercise a lien conferred by Article 32.

4. *(1) The Authorised Share Capital of the Company is as stated in its Memorandum of Association and may be altered from time to time in terms of Section 61 of the Act read with relevant rules, if any, in that regard. Issue and allotment of Shares
- (2) Subject to the provisions of the Act, the shares of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions, at such times either at par or at a premium, and for such consideration as the Board thinks fit. Provided that, where at any time it is proposed to increase the subscribed capital of the Company by allotment of further shares, then the Board shall issue such shares in the manner set out in Section 62 of the Act.
- (3) Each share issued by the Company shall be distinguished by its appropriate number. Provided that nothing herein shall apply to the shares of the Company held with the depository. Numbering of Shares
5. As regards all allotments made from time to time the Company shall duly comply with Section 39 of the Act. Return of allotments
- Provided that notwithstanding anything contained in the Act or in the Articles, where the securities of the Company are dealt with in a depository, the Company shall intimate the details of allotment of the relevant securities to the depository on allotment of such securities.
- Provided further that where the person subscribing to securities offered by the Company opts to hold such securities with the depository instead of receiving the certificate for them, the Company shall intimate such depository the details of allotment of the securities. Restriction on allotments
6. If the Company shall offer any of its shares to the public for subscription:
- a) no allotment thereof shall be made, unless the amount stated in the prospectus as the minimum subscription has been subscribed, and the sum payable on application thereof has been paid to and received by the Company by cheque or other instrument; and
- b) the amount payable on application on each share shall not be less than 5 per cent of the nominal amount of the share.
7. The Company may exercise the powers of paying commissions conferred by Section 40 of the Act. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in other. The Company may also pay on any issue of shares or debentures such brokerage as may be lawful. The Company may also pay on any issue of shares or debentures such brokerage as may be lawful. Commission and brokerage
8. The Company may from time to time issue sweat equity shares in compliance with Section 54 of the Act and the regulations prescribed by SEBI in relation thereto. Issue of Sweat Equity Shares
9. If, by the conditions of allotment of any share, the whole or part of the amount of issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who, for the time being, shall be the registered holder of the share or by his executor or administrator. Installments on shares to be duly paid

*By an Order of the High Court of Judicature at Madras dated 6th day of February, 2013 sanctioning the Scheme of Amalgamation of Island Hotel Maharaj Limited with the Company the Authorised Share Capital of the Company is altered from Rs. 50,00,00,000 divided into 10,00,000 Redeemable Preference Shares of Rs. 100 each and 4,00,00,000 Equity Shares of Rs. 10 each to Rs. 85,00,00,000 divided into 10,00,000 Redeemable Preference Shares of Rs. 100 each and 7,50,00,000 Equity Shares of Rs. 10 each.

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| Liability of joint holders of shares | 10. The joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share. |
| Trusts not recognized | 11. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction, or as by statute required, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person. |
| Who may be registered | 12. Shares may be registered in the name of any person, company or other body corporate. Not more than three persons shall be registered as joint holders of any share. |
| Buy-back of shares | 13. The Company may purchase its own shares or other specified securities contemplated under Sections 68 and 69 of the Act in compliance with the relevant rules and guidelines issued from time to time for the same. |
| Shares with differential voting rights | The Company shall have the power to issue shares with differential voting rights as to dividend, voting or otherwise in accordance with Rule 4 of the Companies (Share Capital and Debentures) Rules, 2014 or any modification thereof and subject to such conditions and regulation, if any as may be prescribed from time to time. |

CERTIFICATES

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| Certificates | <p>14. Subject to the provisions of the Companies (Share Capital & Debentures) Rules, 2014, share certificates shall be issued as follows:</p> <p>(1) The certificates of title to shares and duplicate thereof when necessary shall be issued in pursuance of a Resolution passed by the Board under the Seal, if any, of the Company which shall be affixed in the presence of (i) two Directors duly authorized by the Board of the Company for the purpose or the committee of the Board, if so authorized by the Board and (ii) the Secretary or any other person authorized by the Board for the purpose, all of whom shall sign such share certificate; provided that, if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than the Managing or Whole-time Director.</p> <p>For the purposes of this Article, a Director shall be deemed to have signed the share certificate if his signature is printed thereon as a facsimile signature by means of any machine, equipment or other mechanical means such as engraving in metal or lithography, or digitally signed, but not by means of a rubber stamp, provided that the Director shall be personally responsible for the safe custody of any machine, equipment or other means used for the purpose.</p> |
| Members' right to certificate | <p>(2) Every member shall be entitled free of charge to one certificate for all the shares of each class registered in his name or, if the Board so approves, to several certificates each for one or more of such shares but, in respect of each additional certificate, which does not comprise shares in lots of the market unit of trading, the Board shall be entitled to charge a fee of Rs 2/- or such less sum as the Board, may determine. Unless the conditions of issue of any shares otherwise provide, the Company shall within two months after the date of either allotment and on surrender to the Company of its letter making the allotment or of its fractional coupons of requisite value (save in cases of issue against letters of acceptance or of renunciation or in cases of issue of bonus shares) or within one month of receipt of the application for registration of transfer or transmission of any of its shares, as the case may be, deliver the</p> |

certificates of such shares in accordance with the procedures laid down in Section 20 of the Act. Every certificate of shares shall specify the name(s) of the person(s) in whose favour the certificate is issued, the shares to which it relates and the amount paid-up thereon. Particulars of every share certificate issued shall be entered in the Register of Members maintained in the form set out in the Act, or in a form as near thereto as circumstances admit, along with the name(s) of the person(s) to whom it has been issued, indicating the date of issue. In respect of any share(s) held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of one certificate for a share to one of the several joint holders shall be sufficient delivery to all such shareholders.

- (3) If any certificate(s) of any share(s) be surrendered to the Company for subdivision or consolidation or if any certificate be defaced, torn or old, decrepit, worn out or where the cages in the reverse for recording transfers have been duly utilized, then, upon surrender thereof to the Company the Board may order the same to be cancelled and may issue a new certificate(s) as the case may be, in lieu thereof; and if any certificate be lost or destroyed then, upon proof thereof to the satisfaction of the Board, and on such indemnity as the Board think fit being given, a new certificate in lieu thereof shall be given to the party entitled to the shares to which such lost or destroyed certificate shall relate. Where a certificate has been issued in place of a certificate that has been defaced etc., lost or destroyed, it shall state on the face of it and against the stub or counter foil that it is Issued In lieu of a share certificate or is a duplicate Issued for the one so defaced etc., lost or destroyed, as the case may be, and in the case of certificate issued in place one which has been lost or destroyed, the word "duplicate" shall be stamped or punched in bold letters across the face thereof. The duplicate share certificates shall be issued to the Shareholders within the time prescribed by SEBI or in any law, rule or regulation. For every certificate issued under this Article, there shall be paid to the Company the sum of Rs 2/- or such smaller sum together with such out-of-pocket expenses incurred by the Company in investigation evidence as the Board may determine. Provided that no fee shall be charged for subdivision and consolidation, of share certificate into denominations fixed for market units of trading or for issue of new certificates in replacement of those which are old, decrepit or worn out or where the cages in the reverse for recording transfers have been fully utilized.
- As to issue of new certificate
- (4) Where a new certificate has been issued in pursuance of the last preceding paragraph, particulars of every such certificate shall also be entered in a Register of Renewed and Duplicate Share Certificates indicating inter alia against the name of the person to whom the certificate is issued, the number and date of issue of the certificate in lieu of which the new certificate is issued and the necessary changes indicated in the Register by suitable cross-references in the "Remarks" column. All entries made in the Register of Members or in the Register of Renewed and Duplicate Share Certificates shall be authenticated by the Secretary or such other person as may be appointed by the Board for the purposes of sealing and signing the share certificate under paragraph(1) hereof.
- Particulars of new certificate to be entered in the Register
- (5) The share certificates submitted to the Company shall be delivered to the first named member on the Register of Members, to the Attorney of such person or to the person tendering the certificate, as the circumstances warrant.
- Delivery of share certificate
- (6) (i) Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the depository through a participant, the Company shall cancel such certificate and substitute in its records the name of depository as the registered owner in respect of the said securities and shall also inform the depository accordingly.
- Cancellation of certificates upon surrender by a person

- Option to beneficial owner in respect of any security
- (ii) If a beneficial owner opts out of the depository in respect of any security of the Company and the Company received due intimation thereof from the depository, the Company shall, within thirty days of receipt of the aforesaid intimation and of fulfillment of such conditions and on payment of such fees as may be specified by the Regulations made by SEBI, issue certificate of the said securities to the beneficial owner or the transferee, as the case may be.
- Restriction upon sub-divisions or consolidation of share certificates
- 14A. Notwithstanding anything contained in Article 14 the Board may refuse applications for sub-division or consolidation of certificates of title of shares into denomination of less than 25 (twenty-five) shares except when such sub-division or consolidation is required to be made to comply with any statutory provisions or an order of any Court of competent jurisdiction.
- Restriction on transfer of less than 25 shares
- 14B. Without prejudice to the provisions of Article 14 the Company shall not entertain any instrument of transfer of less than 25 (twenty-five) shares in the share capital of the Company except in the following circumstances:
- (a) where the transfer is necessary in pursuance of any statutory provision or an order of the Court of competent jurisdiction; or
- (b) where the transfer relates to the transfer of the entire holding of the member consisting of less than 25 shares –
- (i) by a single instrument of transfer; or
- (ii) by more than one instrument without requiring sub-division of any of the existing certificates for the shares held by the member so however that after the registration of the said transfer the holding of each transferee thereof will not be less than 25 shares; or
- (c) where the transfer is for the transfer of less than 25 shares in aggregate in favour of the same transferee under more than one instrument of transfer but submitted to the Company simultaneously on the same day notwithstanding that any such instrument may relate to transfer of less than 25 shares:
- Provided that where a person holds shares in a lot higher than the market units of trading but sells shares in the market units of trading, the resulting shares even though less than 25 shares in number be permissible to stand in his own name and further that the Board shall have the power to settle or resolve any practical difficulty which may arise under this Article in such manner as it may deem necessary.

CALLS ON SHARES

- Calls
15. The Board may, from time to time, subject to the terms on which any share may have been issued, and subject to the provisions of Section 49 of the Act, make such calls as the Board thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the time and places appointed by the Board. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be made payable by installments and shall be deemed to have been made when the resolution of the Board authorizing such call was passed. Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

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| 16. | Not less than twenty-one days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid. | Restriction on power to make calls and notice |
| 17. | <p>(1) If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof, the holder for the time being in respect of the share for which the call shall have been made or the installment shall be due shall pay interest for the same at the rate of 12 (twelve) per cent per annum from the day appointed for the payment thereof to the time of the actual payment or at such lower rate (if any) as the Board may determine.</p> <p>(2) The Board shall be at liberty to waive payment of any such interest either wholly or in part.</p> | When interest on call or installment payable |
| 18. | If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by installments at fixed times, whether on account of the 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 had been given, and all the provision herein contained in respect of calls shall relate to such amount or installment accordingly. | Amount payable at fixed times or payable by installments as calls |
| 19. | On the trial or hearing of any action, or suit brought by the Company against any shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his share, it shall be sufficient to prove that the name of the defendant is, or was, when the claim arose on the Register of Members as a holder, or one of the holders of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the Books of the Company and it shall not be necessary to prove the appointment of the Board who made any call, nor that a quorum was present at the Board meeting at which any call was made nor that the meeting at which any call was 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. | Evidence in actions by the Company against shareholders |
| 20. | The Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the money due upon the share by him beyond the sums actually called for, and upon the money paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of calls then made upon the share in respect of which such advance has been made, the Company may pay Interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, 12(twelve) per cent per annum as the member paying such sum in advance and the Board agrees upon. Money so paid in excess of the amount of calls shall not rank for dividends or confer a right to participate in profits. | Payment of calls in advance |
| 21. | A call may be revoked or postponed at the discretion of the Board. | Revocation of call |

FORFEITURE AND LIEN

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| 22. | If any member fails to pay any call or installment on or before the day appointed for the payment of the same the Board may at any time thereafter during such time as the call or installment remains unpaid, serve notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. | If call or installment not paid notice may be given |
| 23. | The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited. | Form of Notice |

- If notice not complied with shares may be forfeited
24. If the requisitions of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, Interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- Notice after forfeiture
25. Where any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture and the entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated, by an omission or neglect to give such notice or to make any such entry as aforesaid.
- Forfeited share to become property of the Company
26. Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re-allot or otherwise dispose of the same in such manner as it thinks fit.
- Power to cancel forfeiture
27. The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such terms and conditions as it thinks fit.
- Liability on forfeiture
28. A person whose share has been forfeited shall cease to be a member in respect of the forfeited share, but shall notwithstanding, remain liable to pay, and shall forthwith pay to the Company, all calls, installments, interest and expenses, owing in respect of such share at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment, at 12 (twelve) per cent per annum and the Board may enforce the payment thereof, or any part thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the forfeited shares.
- Effect of forfeiture
- The forfeiture of a share involves extinction, at the time of forfeiture, of all interest and all claims and demands against the Company in respect of the share and all other rights, incidental to the share.
- Evidence of forfeiture
29. A duly verified declaration in writing that the declarant is a Director, or the Secretary of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.
- Cancellation of share certificate in respect of forfeited shares
- Upon any sale, re-allotment or other disposal under the provisions of preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same 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 Board shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons, entitled thereto as per the provisions herein:
- 29.1 The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- 29.2 The transferee shall thereupon be registered as the holder of the share; and
- 29.3 The transferee shall not be bound to see the application of purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

30. The provisions of Articles 22 to 29 hereof shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified. Forfeiture provisions to apply to non-payment in terms of issue
31. The Company shall have a first and paramount lien upon every share not being fully paid-up registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share and no equitable interest in any share shall be created except upon the footing and the condition that Article 11 hereof is to have full effect and such lien shall extend to all dividends from time to time declared in respect of such share. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share. Company's lien on share
32. For the purpose of enforcing such lien the Board may sell the share subject thereto in such manner as it thinks fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executor or administrator or his committee, curator bonis or other legal representative as the case may be and default shall have been made by him or them in the payment of the moneys called or payable at a fixed time in respect of such share for seven days after the date of such notice. As to enforcing lien by sale
33. The net proceeds of the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to like lien for sums not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of the sale. Application of proceeds of sale
34. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the Board may appoint some person to execute an instrument of transfer of the share sold and cause the purchaser's name to be entered in the Register of Members in respect of shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of purchase money, and after his name has been entered in the Register of Members in respect of such share the validity of the sale shall not be impeached by any person, and the remedy of any person, aggrieved by the sale shall be in damage only and against the Company exclusively. Validity of sales in exercise of lien and after forfeiture
35. Where any share under the powers in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered up to the Company by the former holder of such share, the Board may issue a new certificate for such share distinguishing it in such manner as it may think fit from the certificate not so delivered up. Upon issuance of any such new certificate, the relevant old certificate shall forthwith stand cancelled. Board may issue new certificate

TRANSFER AND TRANSMISSION OF SHARES

36. No transfer of share shall be registered unless an instrument of transfer in accordance with Section 56 of the Act and duly stamped and executed by or on behalf of both the transferor and the transferee has been delivered to the Company within the time prescribed by Section 56 together with the Certificate or if no such Certificate is in existence, the Letter of Allotment of the shares. 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. Provided that nothing contained in this Article shall apply to transfer of shares effected by the transferor and the transferee both of whom are entered as beneficial owners in the records of the depository. Execution of transfer etc.

- Application by transferor 37. Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that, where such application is made by the transferor, no registration shall, in the case of a partly paid share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 56 of the Act and subject to the provisions of these Articles, the Company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.
- Form of transfer 38. The instrument of transfer of any share shall be in the prescribed form and in writing and all provisions of Section 56 of the Act and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.
- The Board may decline to recognize any instrument of transfer unless:
- 38.1 the instrument of transfer is in the form as prescribed in the rules made under sub-section (1) of Section 56 of the Act;
- 38.2 the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- 38.3 the instrument of transfer is in respect of only one class of shares.
- In what cases Board may refuse to register transfer 39. Subject to the provisions of Section 58 of the Act or any other law for the time being in force, the Board may within fifteen days from the date on which the instrument of transfer, or the intimation of transmission, as the case may be, was delivered to the Company, refuse upon a valid objection, to register any transfer of, or the transmission by operation of law of the right to, a share upon which the Company has a lien and in the case of share not fully paid up the Board may refuse to register the transfer to a transferee of whom the Board does not approve of provided that the 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.
- No transfer to minor etc. 40. No transfer shall be made to a minor or person of unsound mind except as required by law.
- Transfer to be left at office when to be retained 41. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the share to be transferred or, if no such certificate is in existence, by the Letter of Allotment of the share and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the share. Every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board of Directors, but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.
- Notice of refusal to register transfer 42. If the Board refuses whether in pursuance of Article 39 or otherwise to register the transfer of, or the transmission by operation of law of the right to, any share, the Company shall, within one month from the date on which the instrument of transfer or the intimation of such transmission, as the case may be, was lodged with the Company, send to the transferee and the transferor or the person giving intimation of such transmission, as the case may be, notice of the refusal.

- 42A. (1) The provisions of this Article relating to Dematerialisation of Securities shall apply to all cases where the securities are issued and held in dematerialized form and shall override any provision in these Articles contrary to this Article in relation to securities held in physical form. Dematerialisation of Securities
- The Board shall be entitled to dematerialise securities or to offer securities in a dematerialized form pursuant to the Depositories Act, 1996. The provisions of this Article will apply in all cases where the securities are or intended to be dematerialized.
- (2) (a) Every holder of or subscriber to securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided in the Depositories Act, 1996, and the Company shall, in the manner and within the time prescribed by law, issue to the Beneficial Owner the required certificates for the securities. Option for investors
- (2) (b) If a person opts to hold his securities with the Depository, the Company shall intimate such Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the securities.
- (3) All securities of the Company held by the Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 89 and 186 of the Act shall apply to a Depository in respect of the securities held by and on behalf of the Beneficial Owners. Securities in depositories to be in fungible form
- (4) (a) Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of securities of the Company on behalf of the Beneficial Owner. Rights of Depositories and Beneficial Owners
- (b) Save as otherwise provided in (a) above, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- (c) Every person holding securities of the Company and whose name is entered as the Beneficial Owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities which are held by a Depository and shall be deemed to be a member of the Company.
- (5) Notwithstanding anything to the contrary contained in these Articles, where securities of the Company are held in a Depository, the records of the beneficiary ownership may be served by such Depository on the Company by means of electronic mode.
- (6) Nothing contained in Section 56 of the Act shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository. Transfer of securities
Service of documents
- (7) Where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities. Allotment of securities dealt with by a Depository

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| Distinctive number of securities held with a Depository | (8) | The necessity of having distinctive numbers for securities issued by the Company shall not apply to securities held with a Depository. |
| Register and Index of Beneficial Owners | (9) | The Register and Index of Beneficial Owners maintained by Depository under the Depositories Act, 1996, shall be deemed to be the Register and Index of Members for the purposes of these Articles. |
| Board to recognize Beneficial Owners of securities | 42B. | <p>(1) A Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of securities on behalf of a Beneficial Owner.</p> <p>(2) Save as otherwise provided hereinabove, the Depository as a registered owner shall not have any voting rights in respect of securities held by it, and the Beneficial Owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of its securities held by a Depository.</p> <p>(3) Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears as the Beneficial Owner of the securities in the records of the Depository as the absolute owner thereof and accordingly the Company shall not be bound to recognize any benami, trust or equitable, contingent, future or partial interest in any Security or (except otherwise expressly provided by the Articles) any right in respect of a Security other than an absolute right thereto, in accordance with these Articles on the part of any other person whether or not it shall have express or implied notice thereof.</p> |
| Nomination | 42C. | <p>(1) Every holder of shares in the Company may at any time nominate in the manner prescribed under the Act, a person to whom his shares in the Company shall vest in the event of death of such holder.</p> <p>(2) Where the shares in the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares of the Company, held by them shall vest in the event of death of all joint holders.</p> <p>(3) Notwithstanding anything to the contrary contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in the Company, where a nomination made in the prescribed manner purports to confer on any person the rights to vest the shares in the Company, the nominee shall, on the death of the shareholder of the Company, or as the case may be, on the death of all the joint holders become entitled to all the rights in the shares in the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner under the provisions of the Act.</p> <p>(4) Where the nominee is a minor, it shall be lawful for the holder of the shares to make the nomination to appoint, in the prescribed manner under the provisions of the Act, any person to become entitled to the shares in the Company, in the event of his death, during the minority.</p> |
| Free on registration of transfer, probate etc. | 43. | No fee shall be charged for registration of transfer, transmission, grant of probate, grant of letter of administration, certificate of death or marriage, power of attorney or other instrument. |

44. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares. Nothing contained herein shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. As to survivorship
45. Any person becoming entitled to a share in consequence of the death or insolvency or lunacy of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either – As to transfer of share of insane, minor, deceased or bankrupt members, Transmission Article
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent or lunatic member could have made.
- The Board shall in any of cases above have the same right to decline or suspend registration as it would have had, if the deceased or insolvent or lunatic member had transferred the shares before his death or insolvency or lunacy.
46. (1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. Election under Transmission Article
- (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing an instrument of transfer of the share.
- (3) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of a share shall be applicable to any such notice or transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the member had not occurred and the notice of transfer were a transfer signed by that member.
47. A person becoming entitled to a share by reason of the death, insolvency or lunacy of the holder shall be entitled to the same dividends and other advantages as he would be entitled to if he were the registered holder of the share, except that no person (other than the person entitled to the share of a lunatic) shall before being registered as a member in respect of the share, be entitled to exercise in respect thereof any right conferred by membership in relation to the meetings of the Company. Provided that the Board may at any time give notice requiring any such person to elect to either to be registered himself or to transfer the share, and if the notice is not complied with within 90 (ninety) days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with. Rights of persons entitled under the Transmission Article
- 47A. (1) The Company shall keep a book to be called the “Register of Transfers”, and therein shall be fairly and directly entered particulars of every transfer or transmission of any share. The Register of Transfers shall not be available for inspection or making of extracts by the members of the Company or any other persons. Entries in the register should be authenticated by the Secretary of the Company or by any other person authorized by the Board for the purpose, by appending his signature to each entry. Register of transfers
- (2) The Board shall have the power to give at least 7 (seven) days’ previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, in accordance with Section 91 of the Act, to close the transfer books, Register of Members and of other security holders at such time or times and for such period or periods not exceeding 30 (thirty) days at a time and not exceeding in the aggregate 45 (forty-five) days in each year, as it may deem expedient. Transfer books when closed

- Copies of Memorandum and Articles to be sent to Members
- 47B. Copies of Memorandum and Articles of Association of the Company shall be furnished to every shareholder of the Company at his request on payment of an amount as may be fixed by the Board to recover reasonable cost and expenses, not exceeding such amount as permissible under the Act.

SHARE CAPITAL, INCREASE AND REDUCTION OF CAPITAL

- Power to increase Capital
48. The Company in general meeting may, from time to time, increase the capital by creation of new shares of such amount as may be deemed expedient.
- On what conditions new shares may be issued
49. Subject to any special rights or privileges for the time being attached to any share in the capital of the Company then issued, the new shares may be issued upon such terms and conditions, and with such rights and privileges attached thereto as the general meeting resolving upon the creation thereof shall direct, and, if no direction be given, as the Board shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company.
- Provisions relating to offer of new issue of shares
- 49A. All unissued and any new Equity Shares shall, subject to any direction to the contrary which may be given by the Company in General Meeting, be offered to the holders of the Equity Shares of the Company in accordance with the provisions of Section 62 of the Act.
- Provisions relating to the issue
50. Before the issue of any new shares, the Company in general meeting may make provisions as to the allotment and issue of the new shares, and in particular may determine to whom the same shall be offered in the first instance and whether at par or at a premium or subject to the provisions of Section 53 of the Act, at a discount; in default of any such provision, or so far as the same shall not extend, the new shares may be issued in conformity with the provisions of Article 4.
- How far new shares to rank with existing shares
51. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the then existing capital of the Company and shall be subject to the provisions herein contained with reference to the payment of dividends, calls and installments, transfer and transmission, forfeiture, lien, surrender and otherwise.
- Inequality in number of new shares
52. If owing to any inequality in the number of new shares to be issued and the number of shares held by the members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall be in the absence of any direction in the resolution creating the shares or by the Company in general meeting, be determined by the Board.
- Reduction of Capital etc.
53. The Company may (subject to the provisions of Section 52, 55, 66 of the Act or any other applicable provisions of law for the time being in force) from time to time by way of Special Resolution reduce its Share Capital, any Capital Redemption Reserve Account or Share Premium Account in any manner for the time being authorized by law.

ALTERATION OF CAPITAL

- Power to sub-divide and consolidate shares
54. Subject to the provisions of Section 61 of the Act, the Company may, from time to time, by ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

- (b) convert all or any of its fully-paid up shares into stock, and reconvert that stock into fully paid-up shares of any denomination, and the provisions of Regulation 37 of Table 'F' in the First Schedule to the Act shall apply *mutatis mutandis*;
- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum, so however, that in the sub-division the proportion between the amount paid and the amount, 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;
- (d) cancel any shares which at the date of passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of shares so cancelled.
55. The resolution whereby any share is sub-divided or classified, may determine that, as between the holders of the shares resulting from such sub-division or classification, on or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other, subject nevertheless, to the provisions of Sections 43, 47 and 48 of the Act. Sub-division into Preference and Equity
56. Subject to the provisions of Section 66 of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares. Surrender of shares

MODIFICATION OF RIGHTS

57. If at any time the share capital is divided into different types or classes of shares, all or any of the rights and privileges attached to each type or class may, subject to the provisions of Section 48 of the Act, whether or not the Company is being wound up, be varied with the consent in writing by holders of at least three-fourths of the issued shares of that class or is confirmed by a Special Resolution passed at a separate General Meeting of the holders of the shares of that class and all the provisions hereinafter contained as to General Meeting shall *mutatis mutandis* apply to every such class Meeting, but so that the quorum thereof shall be any such numbers, present in person, as permissible under the Act. This Article is not by implication to curtail the power of modification which the Company would have if this Article were omitted. The Company shall comply with the provision of Section 117 of the Act as to forwarding a copy of such agreement or resolution to the Registrar. Power to modify rights

BORROWING POWERS

58. The Board may, from time to time, at its discretion subject to the provisions of Section 73 to 76, 179, 180 of the Act, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purposes of the Company. Power to borrow
59. The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by the issue of bonds, perpetual or redeemable, debenture or debenture-stock or any mortgage, or other security on the undertaking of the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being. Conditions on which money may be borrowed
60. Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, appointment of Directors and otherwise as the Board may think fit. Provided that debenture with a right to allotment or Issue at discount etc. or with special privileges

conversion into shares shall be issued in conformity with the provisions of Section 62 of the Act.

Delivery of certificates	61. Delivery by the Company of certificates upon allotment or registration of transfer of any debentures, debenture-stock or bond issued by the Company shall be governed and regulated by Section 56 of the Act .
Instrument of transfer	62. Save as provided in Section 56 of the Act, no transfer of debentures shall be registered unless a proper instrument of transfer duly executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the debentures. Provided that nothing contained in this Article shall apply to transfer of shares effected by the transferor and the transferee both of whom are entered as beneficial owners in the records of the depository. The Company may issue non-transferable debentures and accept an assignment of such instruments.
Register of charge, etc.	62A. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company, and shall cause the requirements of Sections 77 to 87 of the Act, both inclusive of the Act in that behalf to be duly complied with, so far as they are ought to be complied with by the Board.
Register and index of Debenture-holders	The Company shall, if at any time it issued debentures, keep Register and Index of Debenture holders in accordance with Section 88 of the Act.
Notice of refusal to register transfer	63. If the Board refuses to register the transfer of any debentures the Company shall, within 1 (one) month from the date on which the instrument of transfer was lodged with the Company send to the transferee and to the transferor notice of refusal.

GENERAL MEETINGS

When Annual General Meetings to be held	64. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year. Every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day that is not a National Holiday and 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 situate. All general meetings other than Annual General Meeting shall be called extraordinary general meeting.
When other General Meetings to be held	65. The Board may, whenever it thinks fit, call an extraordinary general meeting and it shall upon a requisition in writing by any member or members holding in aggregate not less than 1/10 th (one-tenth) of such of the paid-up capital as at the date of deposit of the requisition carries the right of voting with regard to the matter in respect of which the requisition is made, forthwith proceed to call an extraordinary general meeting, in case of such requisition the following provisions shall apply: <ol style="list-style-type: none"> (1) The requisition shall state 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. The requisition may consist of several documents in like form each signed by one or more requisitionists. (2) Where two or more distinct matters are specified in the requisition, the requisition shall be valid only in respect of those matters in regard to which the requisition has been signed by the member or members hereinbefore specified.

- (3) If the Board does not, within 21 (twenty-one) days from the date of deposit of a valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of these matters on a day not later than 45 (forty-five) days from the date of deposit, the requisitionists may themselves call the meeting but any meeting so called shall not be commenced after 3 (three) months from the date of deposit of the said requisition.
- (4) Any meeting called as above by the requisitionists 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 be held at the Registered Office.
- (5) Where two or more persons hold any shares jointly a requisition or notice calling a meeting by one or only some of them shall for the purpose of this Article have the same force and effect as if it had been signed by all of them.
- (6) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be reimbursed to the requisitionists by the Company and any sum so reimbursed shall be retained by the Company out of fee or other remuneration under Section 197 of the Act payable to such of the Directors who were in default in calling the meeting.
65. A. Where permitted or required under the Act, Board may, instead of calling a meeting of any members/ class of members/ debentureholders, seek their assent by Postal Ballot.

The intent of these Articles is that in respect of seeking the sense of the member or members of a class or any security holders, the Company shall be entitled to seek assent of members, class of members or any holders of securities using such use of contemporaneous methods of communication as is permitted either under the Act or by any prevalent customary practice. A written resolution, including consent obtained through Electronic Mode, shall be deemed to be sanction provided by the member, member of a class or other security holder by way of personal presence in a meeting.

66. The Company shall comply with the provisions of Section 111 of the Act as to giving notice of resolutions and circulating statements on the requisition of members. Circulation of Member's resolutions
67. At least 21 clear days' notice of every general meeting, specifying the day, date, place and hour of meeting, containing a statement of the business to be transacted thereat, shall be given, either in writing or through Electronic Mode in the prescribed manner, to every member or legal representative of the deceased member or the assignee of an insolvent member or the guardian of a minor or a lunatic, every Auditor(s) and Director of the Company. Any accidental omission to give any such notice as foresaid to any of the members, or the non-receipt thereof, shall not invalidate the holding of the meeting or any resolution passed at such meeting. Notice of Meeting

A general meeting may be called at a shorter notice if consented to by either by way of writing on any Electronic Mode by not less than 95% (ninety-five per cent) of the members entitled to vote at such meeting.

PROCEEDINGS AT GENERAL MEETINGS

68. In case of an Annual General Meeting, all businesses to be transacted at the meeting shall be deemed special, with the exception of business relating to: Business of Meetings
- (i) the consideration of financial statements and the reports of the Board of

- Directors and the Auditors;
- (ii) the declaration of any Dividend;
 - (iii) the appointment of Directors in place of those retiring;
 - (iv) the appointment of, and the fixing of the remuneration of, the Auditors.

In case of any other meeting, all business shall be deemed special.

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| Quorum to be present when business commences | <p>69. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting commences.</p> <p>Save as herein otherwise provided, 30 (thirty) members personally present shall be a quorum; further, the quorum for the general meetings shall be as provided in Section 103 of the Act.</p> <p>A body corporate being a member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.</p> |
| Resolution to be passed by Company in General Meeting | <p>70. Any act or resolution which, under the provisions of these Articles or of the Act, is permitted or required to be done or passed by the Company in general meeting shall be sufficiently so done or passed if effected by an Ordinary Resolution as defined in Section 114(1) of the Act unless either the Act or these Articles specifically require such act to be done or resolution passed by a Special Resolution as defined in Section 114(2) of the Act.</p> |
| Chairperson of General Meeting | <p>71. The Chairperson of the Board, and in his absence or if he is unwilling to act although present, the Vice Chairman of the Board, shall be entitled to take the Chair at every general meeting. If there be no such Chairperson or Vice Chairman, or if at any meeting neither of them be present within 15 (fifteen) minutes after the time appointed for holding such meeting or although present is unwilling to act, the members present shall choose another Director as Chairperson at that meeting; and if no Director be present or if all the Directors present decline to take the Chair then the members present shall elect one among themselves, being a member entitled to vote, to be Chairperson at that meeting.</p> |
| When, if quorum not present, meeting to be dissolved and when to be adjourned | <p>72. If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of members shall stand dissolved, but in any other case, the meeting shall stand adjourned to the same day in the next week 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 and at such other time and place as the Board may determine and if at such other day and at such other time and place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be quorum and may transact the business for which the meeting was called.</p> <p>Provided that in case of an adjourned meeting or of a change of day, time or place of meeting as mentioned above, the Company shall give not less than 3 (three) days' notice to the members either individually or by publishing an advertisement in the newspapers (one in English and one in vernacular language) which is in circulation at the place where the Registered Office of the Company is situated.</p> |
| How questions to be decided at meeting. Casting Vote | <p>73. In the case of any equality of votes in any general meeting, the Chairperson of the meeting shall have a casting vote in addition to the vote to which he may be entitled as a member.</p> |

74. At any general meeting, a resolution put to the vote of the meeting shall, unless a poll is demanded in accordance with the provisions below or the voting is carried out electronically, be decided by a show of hands, and a declaration by the Chairperson of the meeting of the passing of such resolution or otherwise by show of hands and an entry to that effect in the books containing minutes of the meeting of the Company shall be conclusive evidence of the fact of passing of such resolution, or otherwise. Evidence of the passing of a resolution where poll not demanded
75. (a) Before or on the declaration of the result of the voting on any resolution on show of hands, a poll may be ordered to be taken by the Chairperson of the meeting on his own motion and shall be ordered to be taken by him on demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company : Demand for Poll
- (i) which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the resolution; or
- (ii) on which an aggregate sum of Rs 5,00,000 or such higher amount as may be prescribed has been paid-up.
- (b) If a poll be demanded as aforesaid, it shall be taken forthwith on a question of adjournment of meeting or appointment of Chairperson of the meeting, and in any other case, it shall be taken at such time, not being later than 48 (forty-eight) hours from the time when the demand was made, and at such place as the Chairperson of the meeting may direct. The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
- (c) The demand of a poll may be withdrawn at any time by the persons who made the demand.
- (d) When a poll is to be taken up whether by way of e-voting or ballot voting, the scrutinizer appointed in accordance with provisions of Companies (Management & Administration) Rules, 2014 or any amendment or modification thereof shall act and give a report to the Chairperson the result of poll in accordance with those provisions.
- (e) 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.
- (f) The order of a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been ordered.
76. The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time. Power to adjourn General Meeting
- No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 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, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of adjournment or of any business to be transacted at an adjourned meeting.

VOTES OF MEMBERS

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| Votes of members | <p>77. (1) Save as hereinafter provided, on a show of hands every member present in person and being a holder of Equity Shares shall have one vote and every person present either as Proxy (as defined hereinafter) on behalf of a holder of Equity Shares, if he is not entitled to vote in his own right or, as a duly authorized representative of a body corporate, being a holder of Equity Shares, shall have one vote.</p> <p>(2) Save as hereinafter provided on a poll the voting rights of a holder of Equity Shares shall be as specified in Section 47 of the Act.</p> <p style="padding-left: 40px;">Provided that no company or body corporate shall vote by proxy; so long as a resolution of the board of directors under the provisions of Section 113 of the Act is in force and the representative named in such resolution is present at the general meeting at which the vote by proxy is tendered.</p> |
| Rights of Depository and beneficial owner | <p>77A. Notwithstanding anything contained in these Articles or in these Act, a depository shall be deemed to be registered owner in the records of the Company in respect of its securities but shall not have any voting rights or any other rights in respect of such securities except for the purposes of effecting transfer of ownership of such securities on behalf of beneficial owner(s).</p> |
| Procedure where a Company or the President of India or the Governor of a State is a member of the Company | <p>78. (1) Where a company or a body corporate (hereinafter called "member company") is a member of the Company, a person, duly appointed by resolution in accordance with the provisions of Section 113 of the Act to represent such member company at a meeting of the Company shall not, by reason of such appointment be deemed to be a proxy, and the lodging with the Company at the Registered Office or production at the meeting of a copy of such resolution duly signed by one Director of such member company and certified by him as being a true copy of the resolution shall, on production at the meeting, be accepted by the Company as sufficient evidence of the validity of his appointment. Such a person shall be entitled to exercise the same rights and powers, including the right to vote by proxy and by postal ballot on behalf of the member company which he represents, as that member company could exercise if it were an individual member.</p> <p>(2) Where the President of India or the Governor of a State is a member of the Company, the President or, as the case may be, the Governor may appoint such person as he thinks fit to act as his representative at any meeting of the Company or at any meeting of any class of members of the Company and shall be entitled to exercise the same rights and powers, including the right to vote by proxy and by postal ballot, as the President or, as the case may be, the Governor could exercise as a member of the Company.</p> |
| Votes in respect of deceased, insane and insolvent members | <p>79. If any member be a lunatic, idiot or <i>non compos mentis</i>, he may vote whether on a show of hands or on a poll by his committee, <i>curator bonis</i> or other legal curator and the last mentioned person may give his vote by proxy provided that at least 48 (forty-eight) hours before the time of holding the meeting or adjourned meeting as the case may be, at which any person proposes to vote he shall satisfy to the Board of his right under the Transmission Article to transfer the shares in respect of which he proposes to exercise his right under this Article, unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.</p> |
| Joint holders | <p>80. Where there are joint registered holders of any share any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting either personally or by proxy, that one of the said persons so present</p> |

whose name stands first on the Register of Members in respect of such share alone shall be entitled to vote in respect thereof. Several executor or administrators of a deceased member in whose name any share is registered shall for the purposes of this Article be deemed joint holders thereof.

81. Subject to the provisions of these Articles, votes on a poll may be given either personally or by proxy. A body corporate being a member may vote by a representative duly authorized in accordance with Section 113 of the Act, and such representative shall be entitled to exercise the same rights and powers (including the rights to vote by proxy and by postal ballot) on behalf of the body corporate which he represents as the body could exercise if it were an individual member.
A member present by proxy shall be entitled to vote only on a poll. The proxy so appointed shall not have any right to speak at the meeting. A person can act as proxy on behalf of members not exceeding 50 (fifty) and holding in the aggregate not more than 10 (ten) per cent of the total share capital of the company carrying voting rights. A member holding more than 10 (ten) per cent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
82. (1) The instrument appointing a proxy shall be in writing under the hand of the appointer or of his Attorney duly authorized in writing or if such appointer is a body corporate be under its common seal or the hand of its officer or Attorney duly authorized. A proxy who is appointed for a specified meeting only shall be called a Special Proxy. Any other proxy shall be called a General Proxy.
- (2) A person may be appointed a proxy though he is not a member of the Company and every notice convening a meeting of the Company shall state this and that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him.
83. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the Registered Office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for taking of the poll; and in default the instrument of proxy shall not be treated as valid. No instrument appointing a General Proxy shall be valid after the expiration of 12 (twelve) months from the date of its execution.
84. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instruments, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received by the Company at the Registered Office before the vote is given. Provided nevertheless that the Chairperson of any meeting shall be entitled to require such evidence as he may at his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.
85. Every instrument appointing a Proxy shall be retained by the Company and shall be as nearly as circumstances admit in the form prescribed in terms of Section 105 of the Act as follows:

Proxies permitted

Instrument appointing proxy to be in writing

Proxies may be general or special

Instrument appointing a proxy to be deposited at the Registered Office

When vote by proxy valid though authority revoked

Form of instrument appointing a Proxy

Form No. MGT-11

PROXY FORM

[Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]

Name of the Company:

Registered Office:

CIN:

Name of the member(s): Registered address: E-mail ID: Folio No./Client ID: DP ID:

I/We, being the member (s) of shares of the above named company, hereby appoint:

1. Name:
 Address:.....
 E-mail ID:.....
 Signature....., or failing him

2. Name:
 Address:.....
 E-mail ID:.....
 Signature....., or failing him

3. Name:
 Address:.....
 E-mail ID:.....
 Signature....., or failing him

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Annual General Meeting/ Extraordinary General Meeting of the Company, to be held on the day of ata.m/p.m. at (place) and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No.

- 1.....
- 2.....
- 3.....

Signed this.....day of.....20.....

Signature of shareholder



86. No member shall be entitled to vote either personally or by proxy, at any General Meeting or Meeting of a class of shareholders in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or, in regard to which the Company has, and has exercised any right of lien. Restriction of voting
87. (1) Any objection as to the admission or rejection of a vote, made in the manner prescribed under law, shall be referred to the Chairperson who shall forthwith determine the same, and such determination made in good faith shall be final and conclusive. Admission or rejection of votes
- (2) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.
- Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
- 87A. Subject to any rights or restrictions for the time being attached to any class or classes of shares:- Number of votes
- (1) on a show of hands, every member present in person shall have one vote;
- (2) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company;
- (3) a member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.
- 87B. Where a member has been allowed the option of voting through Electronic Mode as per the Act, such member, or members generally, shall be allowed to speak at a meeting, but shall not be allowed to vote at the meeting. Member already voted by electronic mode cannot again vote at the meeting
- Where there is voting at general meeting in addition to e-voting, the person chairing the general meeting shall require a poll to be conducted. The Chairperson shall declare the results obtained through e-voting, and the result of the poll at the meeting. Such poll at the meeting may be conducted either by way of paper ballot or by electronic voting process which shall be arranged for by the Company at the meeting.
- 87C. (1) Where permitted or required, Board may, instead of calling a meeting of any members/ class of members/ debenture holders, seek their assent by Postal Ballot. Passing of resolution by Postal Ballot
- (2) The Board may provide members/ members of a class/ debenture holders right to vote through e-voting, complying with prescribed provisions therefor but shall not use the same to substitute the holding of the actual physical meeting save and except where the law also provides the opportunity of Postal Ballot.
- (3) The intent of these Articles is that in respect of seeking the sense of the members or members of a class or any security holders, the Company shall be entitled to seek assent of members, members of a class of members or any holders of securities using such contemporaneous methods of communication as is permitted. A written resolution, including consent obtained through Electronic Mode, shall be deemed to be sanction provided by the member, member of a class or other security holders by way of personal presence in a meeting. Provided, however, voting by Electronic Mode is a mere facility provided to Members who shall have a right not to avail the facility and vote

instead physically by postal ballot or at the physical meeting, as the case may be.

- (4) Notwithstanding anything contained in the foregoing, the Company shall transact such business, follow such procedure and ascertain the assent or dissent of members for a voting conducted by postal ballot, as may be prescribed by Section 110 of the Act read with any rules or regulations made thereunder.
- (5) In case of resolutions to be passed by postal ballot, no meeting needs to be held at a specified time and space requiring physical presence of members to form a quorum.
- (6) Where a resolution will be passed by postal ballot the Company shall, in addition to the requirements of giving requisite clear days' notice, send to all the members the following:
 - (i) draft resolution and relevant explanatory statement clearly explaining the reasons therefor;
 - (ii) postal ballot for giving assent or dissent, in writing by members; and
 - (iii) enable member, in such manner as may be prescribed, for communicating assents or dissents on the postal ballot to the Company with a request to the members to send their communication within 30 days from the date of dispatch of the notice.

DIRECTORS

- | | |
|--|---|
| Number of Directors; at least one woman Director | 88. The number of Directors of the Company shall not be less than 3 (three) nor more than 12 (twelve). However, the Company may appoint more than 12 Directors after passing a Special Resolution. Out of the total number of Directors on the Board, at least 1 (one) shall be a woman Director. The Directors are not required to hold any qualification shares. Composition of the Board shall be in accordance with the provisions of Section 149 of the Act or any rules and regulations made thereunder. Provided that where there are temporary gaps in meeting the requirements of the Act or any rules and regulations made thereunder, pertaining to composition of Board of Directors, the remaining Directors shall (a) be entitled to transact business for the purpose of attaining the required composition of the Board; and (b) be entitled to carry out such business as may be required in the best interest of the Company. |
| Proportion to retire by rotation | 89. At least two-thirds of the total number of Directors, excluding Independent Directors, will be the Directors who are liable to retire by rotation (hereinafter called "the Rotational Directors"). |
| Appointment of Nominee Directors | 90. The Company shall, subject to the provisions of the Act, be entitled to agree with any person that he or it shall have the right to appoint his or its nominee on the Board, not being an Independent Director, upon such terms and conditions as the Company may deem fit. The Nominee Director(s) shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. |

91. At the date of adoption of these Articles, the following persons are the Directors of the Company:
- | | | | |
|------------------------|---|-------------------|---|
| Mr. P.R.S. Oberoi | - | Chairman | Directors
in office at
the date of
adoption of
these Articles |
| Mr. S.S. Mukherji | - | Vice Chairman | |
| Mr. Vikram Oberoi | - | Managing Director | |
| Mr. L. Ganesh | | | |
| Mr. Rajan Raheja | | | |
| Mr. Anil Nehru | | | |
| Mr. Sudipto Sarkar | | | |
| Mr. Rajesh Kapadia | | | |
| Ms. Radhika Haribhakti | | | |
92. Subject to the provisions of Sections 149, 152 and 161 of the Act, the Board shall have the power at any time, and from time to time, to appoint a person as an Additional Director, provided the number of the Directors and Additional Directors together shall not at any time exceed the maximum strength fixed for the Board by these Articles. Such person shall hold office only up to the next Annual General Meeting of the Company but shall be eligible for reappointment by the Company as a Director at that Meeting subject to the provisions of the Act.
93. a) Subject to the provisions of Section 149(6) of the Act, the Board or any other Committee as per the Act may identify potential individuals for the purpose of appointment as Independent Director either from the data bank established under Section 150 of the Act or otherwise.
- b) The Board on receiving such recommendation shall consider the same and propose his appointment for approval at a General Meeting. The explanatory statement to the notice convening such general meeting shall provide requisite details as required under the Act.
- c) Any casual vacancy in the post of an Independent Director caused by way of removal, resignation, death, vacation of office under Section 167 of the Act or under Article 186, removal from Directorship pursuant to any Court Order or due to disqualification under Section 164 of the Act shall be filled by following the process laid down herein below. No such casual vacancy shall prejudice the functioning of the Board during the intervening period.
- d) Every Independent Director shall at the first meeting of the Board in which he participates as a Director and thereafter at the first meeting of the Board in every financial year or whenever there is a change in the circumstances which may affect his status as an Independent Director, give a declaration that he meets the criteria of independence.
- e) The Company and Independent Directors are required to abide by the provisions specified in Schedule IV of the Companies Act, 2013.
- f) An Independent Director shall not be entitled to any stock option and may receive remuneration by way of sitting fee, and reimbursement of expenses for participation in the Board and other meetings.
- g) An Independent Director shall be held liable, only in respect of such acts of omission or commission by a Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.
- h) The provisions relating to retirement of Directors by rotation shall not be applicable to appointment of Independent Directors.
- Board's power
to appoint
Additional
Directors

- i) Subject to the Act, an Independent Director shall hold office for a term up to 5 (five) consecutive years on the Board of a Company, but shall be eligible for reappointment for one more term on passing of a Special Resolution by the Company and disclosure of such appointment in the Board's Report. No Independent Director shall hold office for more than 2 (two) consecutive terms, but such Independent Director shall be eligible for appointment after the expiration of 3(three) years of ceasing to become Independent Director provided that he shall not, during the said period of 3(three) years, be appointed in or be associated with the Company in any other capacity, either directly or indirectly.

Qualification share

94. Unless otherwise determined by the Company in General Meeting, a Director shall not be required to hold any qualification share.

Director's fees, remuneration and expenses

95. a) Subject to the provisions of Section 197 of the Act, a Director may be paid remuneration either by way of monthly payment or at a specified percentage of net profits of the Company or partly by one way and partly by the other.

Provided that where the Company takes a Directors' liability insurance, specifically pertaining to a particular Director, then the premium paid in respect of such insurance, for the period during which a Director has been proved guilty, will be treated as part of remuneration paid to such Directors.

- b) Subject to the provisions of the Act, the Directors shall be entitled to receive out of the funds of the Company for each meeting of the Board or a Committee of the Board attended by him such fee as may from time to time be decided by the Board of Directors within the maximum limit as prescribed under Section 197(5) of the Act. Fee may also be paid for attending any separate meeting of the Independent Directors of the Company in pursuance of any provision of the Act. Fee shall also be payable for participating in Meetings through permissible electronic mode.
- c) All other remuneration, if any, payable by the Company to each Director, whether in respect of his services as Managing Director or a Director in the whole-time or part-time employment of the Company, shall be determined in accordance with and subject to the provisions of these Articles and of the Act.
- d) The Directors shall be entitled to be paid their reasonable travelling, hotel and other expenses incurred for attending the Board, Committee and General Meetings or otherwise incurred in discharging their duties as Directors.

Remuneration for extra services

96. If any Director being willing, shall be called upon to perform extra services or to make any special exertions in going and residing away from Chennai for any of the purposes of the Company or in giving special attention to the business of the Company or as a member of a Committee of the Board then, subject to Sections 2(78), 188 and 197 of the Act, the Board may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.

Directors may act notwithstanding any vacancies on Board

97. The continuing Directors may act notwithstanding any vacancy in their body but if, and so long as their number is reduced below the minimum number fixed by Article 88 hereof, the continuing Directors may act for the purpose of increasing the number of Directors to the minimum number fixed by Article 88 hereof or for summoning a General Meeting of for the purpose of increasing the number of Directors to such minimum number, but for no other purpose.

98. The office of a Director shall *ipso facto* be vacated:
- (a) on the happening of any of the events as specified in Section 167 of the Act;
 - (b) if a person is a Director in more than the number of companies as specified in the Act at a time;
 - (c) in the case of Alternate Director, on return of the original Director in terms of Section 161 of the Act;
 - (d) having been appointed as a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, he ceases to hold such office or other employment in that company;
 - (e) if he is removed in pursuance of Section 169 of the Act;
 - (f) any other disqualification that the Act for the time being in force may prescribe.
- Vacation of office of Director
99. A Director or any other person referred to in Section 188 of the Act may be appointed to or hold any office of place of profit under the Company or under any subsidiary of the Company in accordance with the provisions of Section 188 of the Act.
- Office of profit
100. A Director of this Company may be or become a director of any other company promoted by this Company or in which it may be interested as a member, shareholder or otherwise and no such Director shall be accountable for the benefits received as a Director or member of such company.
- When Director of this Company may be appointed Director in any Company promoted by this Company
101. A Director or any Related Party as defined in section 2(76) of the Act may enter into any contract with the Company for the sale, purchase or supply of any goods, materials, or services, or other contract involving creation or transfer of resources, obligations or services, subject to such approvals as may be prescribed under the Act.
- Director may contract with the Company
- Unless so required by the Act, no approvals shall, however, be necessary for any contracts with a related party in the ordinary course of business and on arm's length basis. Where a contract complies with such conditions or indication of arm's length contracts as laid down in a policy on related party transactions framed by the Board and approved by general meeting, the contract shall be deemed to be a contract entered on arm's length basis.
102. A Director of the Company who is in any way, whether directly or indirectly concerned or interested concerned or interested in a contract 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 a meeting of the Board in the manner provided in section 184(2) of the Act; provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other body corporate where the Director of the Company either himself or in association with any other Director hold or holds less than 2 (two) per cent of the shareholding in such other body corporate.
- Disclosure of Director's Interest
103. Subject to the provisions of Section 184 of the Act, no Director shall as Director take any part in the discussion of, or vote on any contract or arrangement entered into by or on behalf of the Company, if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void.
- Interested Director not to participate or vote in Board's proceedings
- 103A. The Company shall keep a Register in accordance with Section 189(1) of the Act. The Register shall be kept at the Registered Office of the Company and shall be preserved permanently and be kept in custody of the Company Secretary of the Company or

any other person authorized by the Board for the purpose. Such a Register shall be open to inspection at such office, and extracts may be taken therefrom and copies thereof may be provided to a Member of the Company on his request, within 7 (seven) days from the date on which such request is made and upon payment of Rs 10 (Ten Rupees) per page, or such higher amount as may be laid by the Board and permitted by the Act.

103B. The Company shall keep at its Registered Office a register containing the particulars of its Directors and Key Managerial Personnel, which shall include the details of securities held by each of them in the Company or its holding, subsidiary, subsidiary of the Company's holding company or associate companies in accordance with Section 170 of the Act.

Miscellaneous 103C. All cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by Resolution determine.

ROTATION OF DIRECTORS

Rotation and retirement of Directors 104. At least two-thirds of the total number of Directors, excluding Independent Directors, will be the Directors who are liable to retire by rotation (hereinafter called "the Rotational Directors"). At every Annual General Meeting of the Company, one-third of the Rotational Directors, or if their number is not a multiple of three, then, the number nearest to one-third, shall retire from office. Neither an Additional Director appointed by the Board under Article 92 hereof nor a Managing Director appointed under Article 126 shall be liable to retire by rotation within the meaning of this Article. A retiring Director shall be eligible for re-election.

When Directors to retire 105. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day, those to retire shall, in default of and subject to any agreement among themselves be determined by lot.

Appointment of Directors to be voted on individually 106. Save as permitted by Section 162 of the Act, every resolution of a general meeting for the appointment of a Director shall relate to one named individual only.

Meeting to fill up vacancies 107. The Company at the Annual General Meeting at which a Director retires by rotation in manner aforesaid may fill up the vacated office by appointing the retiring Director or some other qualified person to be a Director thereto.

If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill in the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place in accordance with the provisions of Section 152(7) of the Act.

If at the adjourned meeting also, the vacancy caused by the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be so deemed to have been reappointed at the adjourned meeting, unless:

- (a) at that meeting or at the previous meeting the resolution for the reappointment of such Director has been put to the meeting and lost;
- (b) the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed;

- (c) he is not disqualified for reappointment;
 - (d) a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or
 - (e) the provision of Section 162 of the Act is applicable to the case.
108. The Company in general meeting may from time to time increase or reduce the number of Directors within the limits fixed by Article 88.
109. The Company may, subject to the provisions of Section 169 of the Act, by ordinary resolution of which Special Notice has been given, remove any Director before the expiration of his period of office and may by ordinary resolution of which Special Notice has been given appoint any other person in his stead, if the Director so removed was appointed by the Company in general meeting or by the Board under Article 110. The person so appointed shall hold office until the date up to which his predecessor would have held office if he had not been so removed. If the vacancy created by the removal of a Director under the provisions of this Article is not so filled by the meeting at which he is removed, the Board may at any time thereafter fill such vacancy under the provisions of Article 110.
110. Subject to the provisions of Sections 152(7) and 161(4) of the Act, the Board shall have power at any time and from time to time to appoint any other person to be a Director to fill in a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.
- No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some member intending to propose him as a Director, has, not less than 14 (fourteen) 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 along with the requisite deposit of Rs 1(one) Lac or such higher amount permissible under the Act as the Board may from time to time determine.
- 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 Section 160 of the Act 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, the consent in writing to act as a Director, if appointed.
- A person other than a Director reappointed after retirement by rotation immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 161 of the Act, appointed as a Director or reappointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company unless he has submitted consent in writing to act as a Director of the Company and the same is filed with the Registrar within 30 (thirty) days of his appointment.
111. Subject to the provisions of Section 168 of the Act, a Director may resign from his office by giving a notice in writing to the Company and Board shall on receipt of such notice take note of the same. The fact of such resignation shall be mentioned in the Report of the Board of Directors laid in the immediately following general meeting of the Company.

Power to remove Director by ordinary resolution on Special Notice

Board's power to fill casual vacancies

Notice of candidature for office of Directors except in certain cases

Resignation of Directors

A nominee Director shall not give any notice of resignation except through the nominating person.

The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later;

Provided that the Director who has resigned shall be liable even after his resignation for the offences which occurred during his tenure.

ALTERNATE DIRECTOR

Power to
appoint
Alternate
Director

112. Subject to the provisions of Section 161(2) of the Act, the Board may appoint an Alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an Alternate Director in place of an Independent Director unless he is qualified to be appointed as an Independent Director under the Act. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the terms of office of the Original Director are determined before he returns to India, any provisions of the Act or in these Articles for automatic reappointment of any retiring Director in default of another appointment shall apply to the Original Director, and not to the Alternate Director. For considering absence of a Director in the Board Meetings in terms of Section 167(1)(b) of the Act, the period during which an Alternate Director was appointed in the place Original Director shall not be considered.

PROCEEDINGS OF THE BOARD

Meetings of
Board

113. The Directors may meet together as a Board from time to time for the conduct and dispatch of the business of the Company, adjourn or otherwise regulate its meetings, as it thinks fit. The Board shall meet at least 4 (four) times every year in such a manner so that not more than one hundred and twenty days shall elapse between any two consecutive meetings.

A meeting of the Board shall be called by giving not less than 7 (seven) days' notice in writing to every Director to his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.

The notice of the meeting must contain information regarding the option available to the Directors participate through Electronic Mode, and shall provide all the necessary information to enable them participate through such Electronic Mode.

A meeting of the Board may be called at a shorter notice to transact urgent business subject to the condition that at least one Independent Director, if any, shall be present at the meeting. In case of absence of Independent Directors from such meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director, if any.

Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in an Attendance Register to be kept for that purpose. The names of Directors who have participated in Board meetings through Electronic Mode shall be entered and initialed by the Company Secretary, stating the manner in which the Director so participated.

Meetings
of Board
by video/
audio-visual
conferencing

Subject to the provisions of Section 173(2) of the Act, the Directors may participate in meetings of the Board through physical presence or through video conferencing or other audio visual means as may be prescribed, which are capable of recording and recognizing the participation of the directors and of recording and storing the

proceedings of such meetings along with date and time. The Directors shall be allowed to participate from multiple locations through modern communication equipment conforming to the aforesaid capability for ascertaining the views of such Directors who have indicated their willingness to participate by such electronic means.

The Board may, by way of a resolution passed at a meeting, decide the venue/s where arrangements may be made by the Company, at the Company's cost, for participation in Board meeting through electronic means in accordance with the provisions of Section 173(2) of the Act. In case of a place other than such places where Company makes arrangement as above, the Chairperson may decline the right of a Director to participate through electronic means in view of concerns of security, sensitivity and confidentiality of Board proceedings. Where the Chairperson so permits a Director to participate from a place other than the designated places where the Company has made the arrangements, the security and confidentiality of the Board proceedings shall be the responsibility of the Director participating, and the cost and expense in such participation, where agreed to by the Chairperson, may be reimbursed by the Company.

Regulation
of meeting
through
Electronic
Mode

Subject as aforesaid, the conduct of the Board meeting where a Director participates through electronic means shall be in the manner as laid down in the Act. The Company shall ensure that any such Director who participates through the electronic means is provided with the copy of all documents referred to during such Board meeting.

The rules and regulations for the conduct of the meetings of the Board, including for matters such as quorum, notices for meeting and agenda, as contained in these Articles shall also apply to meetings conducted through electronic means.

Upon discussions being held by any director by electronic means, the Chairperson or the Company Secretary shall record the deliberations and get confirmed the views expressed, pursuant to circulation of the draft minutes of the meeting to all Directors to reflect the decision of all the Directors participating in such discussions.

114. The Managing Director may, at any time, and the Company Secretary shall, upon requisition of a Director made at any time, convene a meeting of the Board.

Director may
convene
meeting

115. The Board shall appoint one of the Directors to be its Chairman and another as its Vice Chairman and determine the period for which each of them is to hold the respective offices. Chairman so appointed shall be the Chairperson of all meetings of the Board and if he be absent from any Board Meeting or be out of India or in the event of his ceasing to be a Director of the Company for any reason whatsoever, Vice Chairman shall act as the Chairperson of all such meetings. If at any such meeting neither the Chairman nor Vice Chairman be present within 15 (fifteen) minutes after the time appointed for holding the same, the Directors present may choose one of their numbers to be the Chairperson of the meeting.

At the date of adoption of this Article, Mr. P.R.S. Oberoi and Mr. S.S. Mukherji are Chairman and Vice Chairman of the Board respectively and they shall retain their respective offices until they resign or otherwise cease to be a Director of the Company.

116. The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of Section 174 of the Act. If a quorum is not present within 15 (fifteen) minutes from the time appointed for holding a meeting of the Board it shall be adjourned until such date and time as the Chairperson of the Board shall determine.

The continuing Directors may act notwithstanding any vacancy in the Board, but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose

of increasing the number of Directors to that fixed for the quorum, or of convening a general meeting of the Company and for no other purpose.

Exercise of powers to be valid in meetings where quorum is present 117. A meeting of the Board of which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board, or in accordance with Section 179(1) of the Act, the powers of the Company.

Matters to be decided on majority of votes 118. Save as otherwise expressly provided in Act, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote.

Power to appoint Committee and to delegate 119. The Board may, subject to the provisions of the Act, from time to time and at any time delegate any of its powers to Committees consisting of such Director or Directors as it thinks fit, and may from time to time revoke such delegation. Unless a power of the Board is not cable of being delegated, such power may be delegated by the Board to any officer or committee of officers as the Board may determine.

Any Committee of the Board so formed shall, in exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.

Proceedings of Committee 120. The meetings and the proceedings of any such Committee consisting of 2(two) or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board.

Acts of Board/ Committee valid notwithstanding defective appointment 121. All acts done in any meeting of the Board or Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director and had not vacated his office or his appointment 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 a Director after his appointment has been shown to the Company to be invalid or to have been terminated.

Resolution by Circulation 122. Save as otherwise expressly provided in the Act to be passed at a meeting of the Board and subject to Section 175 of the Act, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee of the Board, as the case may be, at their addresses registered with the Company in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be), and has been approved by a majority of the Directors or members as are entitled to vote on the resolution.

Provided that, where not less than one-third of the total number of Directors of the Company for the time being require that any resolution under circulation must be decided at a meeting, the Chairperson shall put the resolution to be decided at a Board Meeting.

MINUTES

123. (1) The Company shall cause minutes of proceedings of every meeting of the Board and Committee thereof to be kept in such form by making within 30 (thirty) days of conclusion of every such meeting, entries thereof in the books kept for that purpose with their pages consecutively numbered in accordance with Section 118 of the Act. Minutes of proceedings of meetings of Board
- (2) Each page of every book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairperson of the said meeting or the Chairperson of the next succeeding meeting.
- (3) In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by pasting or otherwise, if the minutes are kept in physical form.
- (4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (5) Where the meeting of the Board takes place through electronic means, the minutes shall disclose the particulars of the Directors who attended the meeting through such electronic means. The draft minutes of the meeting shall be circulated among all the Directors within 15 (fifteen) days of the meeting.
- (6) Every Director who attended the meeting through electronic means, shall confirm or give his comments in writing, about the accuracy of recording of the proceedings of that particular meeting in the draft minutes, within 7 (seven) days or some reasonable time as may be decided by the Board, after receipt of the draft minutes failing which his approval shall be presumed.
- (7) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat and *inter alia* contain particulars:
- (a) of the names of the Directors present at the meeting of the Board and of any Committee thereof and in case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution;
 - (b) of all orders made by the Board and Committee thereof;
 - (c) of all appointments of Directors and other officers of the Company;
- PROVIDED that no matter need be included in any such Minutes which the Chairperson of the meeting in his absolute discretion, is of opinion:
- (i) is, or could reasonably be regarded as defamatory of any person;
 - (ii) is irrelevant or immaterial to the proceedings; or
 - (iii) is detrimental to the interest of the Company.
- The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this Article.
- (8) Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

- (9) Any Director of the Company may requisition for physical inspection of the Board Meeting minutes by giving a prior notice of 7 (seven) days.

PROVIDED that the Director can requisition to inspect Board Meeting minutes only for the period that he is on the Board of the Company.

PROVIDED FURTHER that the physical inspection shall be done solely by the Director himself and not by his authorized representative or any power of attorney holder or agent.

Maintenance of records and Inspection of minutes of General Meeting by Members

- (10) Where permitted/ required by the Act, all records to be maintained by the Company may be kept in electronic form. Such records shall be kept open to inspection in the manner prescribed under the Act. The term 'records' would mean any register, index, agreement, memorandum, minutes or any other document required by the Act to be kept by the Company.
- (11) The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within 30 (thirty) days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
- (12) Any such minutes shall be evidence of proceedings recorded therein.
- (13) The book containing the minutes of proceedings of General Meetings shall be kept at the Registered Office of the Company and shall be kept open during business hours, for such period not being less than 2 (two) hours on any day, as may be fixed by the Company Secretary from time to time, to the inspection of any Member without charge.
- (14) Any Member of the Company shall be entitled to a copy of the minutes of the General Meeting on receipt of a specific request and at a fee of Rs 10/- (Rupees Ten only) for each page, or such higher amount as permissible under the Act as the Board may from time to time determine.

POWERS OF THE BOARD

Powers of Board

124. The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act or by the Memorandum, or by these Articles, required to be exercised by the Company in General Meeting. In exercise of any such power or doing such act or thing, the Board shall act subject to the regulations contained in that behalf in the Act, the Memorandum or these Articles, as the case may be; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

So long as Mr. P.R.S Oberoi shall remain the Chairperson of the Board, he shall be entitled, subject to the provisions of the Act and of these Articles, to exercise such powers, authorities and discretions and do all such acts, matters, deeds and things on behalf of the Company as may be entrusted to and conferred upon him by the Board.

Loan to a Director

The Board may, subject to provisions of Sections 185 and 186 of the Act, also give a loan to a Director or any entity in which the Director is interested. Where any sum of money is payable by a Director, the Board may allow such time for payment of the said money as is acceptable within customary period for payment of similar money in contemporaneous commercial practice. Grant of such period for payment shall not be deemed to be "loan" or grant of time for the purpose of Section 180(1)(d) of the Act.

The Board may subject to Section 186 of the Act by means of unanimous resolution passed at meeting of Board from time to time, invest, provide loans or guarantee or security on behalf of the Company to any person or entity.

Power to give loans, invest funds and provide security for loan

The Board should exercise the following powers subject to the approval of Company by a Special Resolution:

Restrictions on powers of Board

- (i) To 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 undertakings;
- (ii) To invest otherwise than in trust securities the amount of compensation received by it as a result of any merger or amalgamation;
- (iii) To borrow money, where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up Share Capital and free reserves, apart from temporary loans obtained from the Company's bankers in the ordinary course of business;
- (iv) To remit, or give time for the repayment of, any debt due from a Director.

The Board may contribute to bona fide charitable and other funds. A prior permission of the Company in general meeting by way of ordinary resolution shall be required if the aggregate of such contributions in a financial year exceeds 5% (five percent) of its average net profits for the three immediately preceding financial years.

Contribution to charitable and other funds

124A. Establishment of Vigil Mechanism

The Company shall in accordance with Section 177(9) of the Act establish a vigil mechanism for their Directors and employees to report their genuine concerns or grievances. Audit Committee shall oversee the vigil mechanism. The vigil mechanism shall provide for adequate safeguards against victimization of employees and Directors who avail of the vigil mechanism and also provide for direct access to the Chairperson of the Audit Committee or the Director nominated to play the role of Audit Committee, as the case may be, in exceptional cases. In case of repeated frivolous complaints being filed by a Director or an employee, the Audit Committee may take suitable action against the Director or employee concerned including reprimand.

LOCAL MANAGEMENT

125. Subject to the provisions of the Act, the following regulations shall have effect:

- 1) The Board may, from time to time, provide for the management and transaction of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the four next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.
- 2) The Board may from time to time and at any time, establish any Local Committee or agencies for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such Local Committee or any managers or agents and may fix their remuneration and, save as provided in Section 179 of the Act, the Board may, from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board, and to authorize the Members for the time being of any such Local Committee,

Local Directorate delegation

or any of them, to fill up the vacancies therein and to act notwithstanding vacancies, and any such appointment and delegation may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation;

Power of
Attorney

- 3) The Board may at any time and from time to time by Power of Attorney under the Seal of the Company, appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these presents and excluding the powers to make calls and excluding also, except in their limits authorised by the Board, the power to make loans and borrow money) and for such period and subject to such conditions as the Board may from time to time think fit; and for any such appointment may (if the Board thinks fit) be made in favour of the members or any of the Members of any Local Committee established as aforesaid or in favour of any company, or the Shareholders, Directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit;

Sub-delega-
tion

- 4) Any such delegates or Attorneys as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them;

Seal for use
abroad For-
eign Register

- 5) The Company may exercise the power conferred by the Act with regard to having an Official Seal for use abroad, and such powers shall be vested in the Board, and the Company may cause to be kept in any State or country outside India, as may be permitted by the Act, a Foreign Register of Member or Debenture-holder residents in any such State or country and the Board may from time to time make such regulations not being inconsistent with the provisions of the Act, and the Board may, from time to time make such provisions as it may think fit relating thereto and may comply with the requirements of the local law and shall in any case comply with the provisions of the Act.

Foreign
Register

- 6) The Company may, keep in a country outside India, in such manner as may be prescribed under Section 88(4) of the Act, a part of the registers referred to in Section 88(1) of the Act, called Foreign Register containing the names and particulars of the members, debenture-holders, other security holders or beneficial owners residing outside India.

MANAGING DIRECTORS

Power to
appoint
Managing
Director

126. Subject to the provisions of the Act and of these Articles, the Board shall have the power to appoint from time to time one or more Directors to be Managing Director(s) of the Company for a fixed term not exceeding 5 (five) years at a time and upon such terms and conditions as the Board thinks fit and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places. Furthermore, subject to the provisions of these Articles, the Board may by resolution vest in such Managing Director(s) 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 conditions and subject to such restrictions as it may determine.

127. Subject to Section 152 of the Act, a Managing Director appointed under Article 126 hereof shall not, while he continues to hold that office, be subject to retirement by rotation within the meaning of Article 104 but (subject to the provisions of any contract between him and the Company) each Managing Director shall be subject to the same provisions as to resignation as the other Directors of the Company, and shall, *ipso facto* and immediately, cease to be Managing Director if he ceases to hold the office of Director for any cause. Terms and conditions of appointment
128. Subject to the provisions of Section 197 of the Act, a Managing Director shall receive by way of remuneration, whether by way of monthly payment, fee for attending each meeting or participation in profits, or by any or all of these modes or by any other mode not expressly prohibited by the Act, as the Board of Directors may determine from time to time. Remuneration of Managing Director
129. (1) Subject to Article 126 above, the powers conferred on the Managing Director shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers. Power of Managing Director
- (2) The Board of Directors may, subject to Section 179 of the Act, entrust to and confer upon a Managing Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit;
- (3) The Managing Director(s) and any of the Managing Director/ Director(s)/ Secretary of the Company, as the case may be, shall jointly and severally have power to commence, prosecute or enforce and to defend, answer or oppose any suit or legal proceedings in any Court (whether civil, criminal, tax or revenue) or Tribunal or any Authority both in India or abroad, and they jointly and severally are empowered to sign, execute, present and file all applications, plaints, petitions or written statements, *vakalatnamas*, or any other document expedient or necessary in their opinion with authority either to delegate all such power to any other person or persons as they or either of them may deem proper.
- (4) On the date of adoption of these Articles, Mr. Vikram Oberoi is the Managing Director of the Company who shall continue to hold such office subject to the provision of these Articles and to the relevant provisions of the Act.
- 130A. Subject to the provisions of the Act:
- (1) A Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer (“CFO”) may be appointed at a Board Meeting, on such conditions as it may think fit; and any Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a Resolution at a Board Meeting; Key Managerial Personnel
- (2) A Director may be appointed as Chief Executive Officer, Manager, Company Secretary subject to provisions of Section 203 of the Act. The Board may also designate the head of the financial function to be the CFO of the Company;
- (3) A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a Director and Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer shall not be satisfied by it being done by or to the same person acting both as Director and as, or in place of, Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer;

- (4) The functions of a Company Secretary shall be in accordance with Section 205 of the Act;
- (5) The powers conferred on the Chief Executive Officer shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time, revoke, withdraw, alter or vary all or any of such powers;
- (6) The Chief Executive Officer shall not exercise any powers under Section 179 of the Act except such powers which can be delegated under the Act and specifically delegated by a Resolution of the Board.

Power to
authenticate
documents

- 130B. (1) Any Director or the Company Secretary or any officer appointed by the Board for the purpose shall have the power to authenticate any documents affecting the constitution of the Company and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts thereof; and where any books, records, documents or accounts are then, at the office, the local manager or other officer of the Company having the custody thereof, shall be deemed to be a person appointed by the Board as aforesaid.
- (2) Document purporting to be a copy of Resolution of the Board or an extract from the minutes of meeting of the Board which is certified as such in accordance with the provisions of the last preceding paragraph shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be that extract is a true and accurate records of a duly constituted meeting of the Directors.

THE SEAL

131. The Board shall provide a Common Seal for the purposes 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 Seal shall never be used except by the authority of the Board or a Committee of the Board previously given. The Company shall also be at liberty to have an official Seal for use in any territory, district or place outside India.

The Seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Board or of a Committee of the Board authorized by it in that behalf, and except in the presence of such Directors and the Company Secretary or such other person as the Board may specify/appoint for the purpose; and the Director shall sign and the Company Secretary or other person aforesaid shall countersign every instrument to which the Seal of the Company is so affixed in their presence. The Board shall provide for the safe custody of the Seal.

Every Deed or other instrument to which the Seal of the Company is required to be affixed, shall unless the same is executed by a duly constituted attorney, be signed by two Directors or signed by one Director and countersigned by the Company Secretary or by some other person appointed by the Board for the purpose, provided that in respect of Share Certificates, the Seal shall be affixed in accordance with Article 14(1).

Where permitted under the Act, the Company may by Board resolution do away with the requirement of the Seal.

ANNUAL RETURNS

132. The Company shall comply with the provisions of Section 62 of the Act as to making of Annual Returns. Annual Returns

RESERVES

- 133A. The Board may, before recommending any Dividend, set aside out of the profits of the Company such sums as it thinks fit 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, including provisions for meeting contingencies, debts or other liabilities of the Company and for such other purposes as the Board may in its absolute discretion think conducive to the interest of the Company; and may divide the Reserves into such special funds as it thinks fit with full power to employ the Reserves or any part thereof in the business of the Company, and that without being bound to keep the same separate from the other assets; Reserves
- 133B. Such reserve, being free reserve, may also be used to declare Dividends in the event the Company has inadequate or absence of profits in any financial year, in accordance with Section 123 of the Act. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a Reserve. Investment of money

CAPITALISATION OF PROFITS

134. The Company in general meeting may, upon the recommendations of the Board, resolve:
- (i) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - (ii) that such sum be accordingly set free for distribution in the manner specified in sub-article (i) above amongst the members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions.
135. The sum aforesaid shall not be paid in cash but shall be applied, subject to applicable provisions contained herein, either in or towards: How the Reserve amount will be applied
- (a) Paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - (b) A securities premium account and a Capital Redemption Reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
 - (c) The Board shall give effect to the Resolution passed by the Company in pursuance of this regulation;
 - (d) Whenever such a Resolution as aforesaid shall have been passed, the Board shall:
 - (i) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares, if any; and
 - (ii) generally do all acts and things required to give effect thereto.

136. The Board shall have power:

- (1) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions;
- (2) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment to the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;
- (3) Any agreement made under such authority shall be effective and binding on such members

DIVIDENDS

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| Division of profits | 137. The profits of the Company, subject to any special rights as to Dividends or authorized to be created by these Articles, shall be divisible among the members in proportion to the amount of Capital paid-up on the shares held by them respectively. Where Capital is paid in advance of calls such Capital may carry interest but shall not in respect thereof confer a right to Dividend or participate in profits. |
| Declaration of Dividends | 138. The Company in general meeting may declare Dividends to be paid to members according to their respective rights and interest in the profits and may, subject to the provisions of Section 127 of the Act, fix the time for payment. |
| Restrictions on amount of dividends | 139. No Dividend shall exceed the amount recommended by the Board; the Company in general meeting may, however, declare a smaller Dividend. No Dividend shall bear interest against the Company. |
| Dividend only to be paid out of profits | 140. The Dividend can be declared and paid only out of the following profits: <ol style="list-style-type: none"> (i) Profits of the financial year, after providing depreciation as stated in Section 123(2) read with Schedule II of the Act; (ii) Accumulated profits of earlier years, after providing for depreciation under Section 123(2) read with Schedule II of the Act; (iii) Out of money provided by Central and State Government for payment of Dividend in pursuance of a guarantee given by the Government; (iv) If the Company has incurred any loss in any previous financial year or years, the amount of the loss and has not provided for depreciation in any previous financial year or years, the same, shall be first set off against the profits of the Company for the year for which the Dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at, in both cases after providing for depreciation in accordance with the provisions of Section 123(2) of the Act . |
| What to be deemed net profits | 141. The declaration of the Board as to the amount of the net profits of the Company shall be conclusive. |
| Interim Dividends | 142. Subject to the provisions of Section 123 of the Act, the Board may from time to time pay to the Members such Interim Dividends as appear to it to be justified by the profits of the Company. |

143. The Board may deduct from any Dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the Shares of the Company. Debts may be deducted
144. Any general meeting declaring a Dividend may make a call on members of 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 be set off against the call. Dividend and call together
145. No Dividend shall be payable except in cash; Provided that nothing in the foregoing paragraphs shall be deemed to prohibit the capitalization of profit or reserves of the Company for the purpose of issuing fully paid-up bonus shares or paying up any amount for the time being unpaid on the shares held by the members of the Company. Dividend in cash
146. A transfer of Share shall not pass the right to any Dividend declared thereon before the registration of the transfer unless the Company under Section 126(a) of the Act is authorized by the registered holder of such Share in writing to pay such dividend to the transferee specified in the instrument of transfer. Rights to dividend where shares are transferred
147. The Board may retain the Dividends payable on any of the grounds mentioned in the Proviso to Section 127 of the Act. The Board may also retain Dividends on which the Company has lien and may lawfully adjust the same against any sums due to it from the shareholder. Dividend to be kept in abeyance
148. Notice of any Dividend that may have been declared shall be given to the persons entitled to Share in the manner mentioned in the Act. Notice of Dividend
149. Any Dividend, interest or other monies payable in cash in respect of shares may be paid by any electronic mode to the shareholder entitled to the payment of the Dividend, or by way of cheque or warrant sent through post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. Manner of paying Dividend
- 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 or pay-slip or receipt lost in transmission, or for any Dividend lost to the member or person entitled thereto by the forged endorsement of any cheques or warrant or the forged signature of any pay-slip or receipt or the fraudulent recovery of the Dividend by any other means.
150. Any one of two or more joint holders of a Share may give effectual receipts for any Dividends, bonuses or other payments in respect of such Share. Receipts for Dividends
151. 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 Sections 124 and 125 of the Act in respect of all unclaimed and unpaid Dividends. Non-forfeiture of unclaimed Dividend
152. All dividends shall be apportioned and paid proportionately to the amounts paid and credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for Dividend as from a particular date such Share shall rank for Dividend accordingly. Dividends paid proportionately

BOOKS AND DOCUMENTS

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| Books of Account to be kept | <p>153. The Company shall keep at the registered office or at such other place in India as the Board thinks fit, proper books of account and other relevant books and papers and financial statement for every financial year in accordance with Section 128 of the Act.</p> <p>The Board shall cause to be kept in accordance with Section 128 of the Act proper books of account with respect to:</p> <ul style="list-style-type: none"> (i) all sums of money received and expended by the Company and matters in relation to which the receipts and expenditure take place; (ii) all sales and purchases of goods and services by the Company; (iii) all assets and liabilities of the Company; (iv) the items of cost as may be prescribed under Section 148 of the Act in case the Company belongs to any class of companies specified under that Section. |
| Where to be kept | <p>154. Where the Board decides to keep all or any of the books of account at any place in India other than the registered office of the Company, the Company shall within 7 (seven) days of the decision file with the Registrar a notice in writing giving the full address of that other place.</p> |
| Inspection | <p>155. (a) Subject to the provisions of Section 128 of the Act, the books of account shall be open to inspection during business hours by any Director, Registrar or any Officer of the Government authorized by the Central Government in this behalf.</p> <p>(b) Subject to the provisions of Sections 206 and 207 of the Act, the books of account shall also be open to inspection by the Registrar or by any Officer of the Government authorized by the Central Government in this behalf if in the opinion of the Registrar or such other Officer sufficient cause exists for the inspection of the books of account.</p> |
| Extent and manner of inspection | <p>156. The Board shall from time to time, determine whether and to what extent, and to what times and places, and under what conditions or regulations the books of account and books and documents of the Company, other than those referred to in Article 123 and 180 or any of them, shall be open to inspection of the members not being Directors and no member (not being a Director) shall have any right of inspecting any books of account or book or document of the Company, except as conferred by law or authorized by the Board or by the Company in general meeting.</p> |
| Books of Account to be preserved | <p>157. (1) The Company shall preserve in good order the books of account relating to the period of not less than 8 (eight) years immediately preceding the current year together with the vouchers relevant to any entry in such books of account.</p> <p>Provided that where an investigation has been ordered in respect of the Company under Chapter XIV of the Act, the Central Government may direct that the books of account may be kept for such longer period as it may deem fit.</p> <p>(2) Where the Company has a branch office, whether in or outside India, the Company shall be deemed have complied with this Article if proper books of account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns made up to date at intervals of not more than three months and sent by the branch office to the Company at its registered office or at any other place in India, at which the Company's books of account are kept as aforesaid.</p> |

- (3) The books of account shall give a true and fair view of the state of affairs of the Company or the branch office, as the case may be, and explain its transactions effected both at its registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting. The books of account and other books and papers shall be open to inspection by any Directors during business hours.
- (4) Subject to the provisions of Section 131 of the Act, the Board may require the preparation of revised financial statement of the Company or a revised Board's Report in respect of any of the three preceding financial years, if it appears to them that (i) the financial statement of the Company or (ii) the report of the Board do not comply with the provisions of Section 129 or Section 134 of the Act.

FINANCIAL STATEMENTS

158. At every Annual General Meeting of the Company, the Board shall lay before such Meeting financial statements for the financial year made up in accordance with the provisions of Section 129 of the Act and such financial statements shall comply with the requirements of Sections 2(2), 129, 133 and 134 and of Schedule III to the Act so far as they are applicable to the Company but, save as aforesaid, the Board shall not be bound to disclose greater details of the result or extent of the trading and transaction of the Company than it may deem expedient. Financial Statements
- Financial Statement in relation to the Company shall include:
- (i) Balance sheet as at the end of the financial year;
 - (ii) Profit and Loss Account for the financial year;
 - (iii) Cash Flow Statement for the financial year;
 - (iv) Statement of Changes in Equity, if applicable, and
 - (v) any Explanatory Note annexed to or forming part of any document referred to in clauses (i) to (iv).
159. There shall be attached to every financial statement laid before the Company a report by the Board complying with Section 134 of the Act. Annual Report of Directors
160. A copy of the financial statements, including consolidated financial statements, if any, auditor's report and every other document required by law to be annexed or attached to the financial statements, which are to be laid before the Company in its general meeting shall, as provided by Section 136 of the Act, be sent to every member of the Company, to every trustee for the debenture-holder for any debentures issued by the Company, and to all persons other than such member or trustee, being the person so entitled, not less than 21 (twenty-one) days before the date of the meeting. Copies of financial statements to be sent to members and others

Provided that so long as the shares of the Company are listed on any recognized stock exchange, it shall be sufficient if the copies of the aforesaid documents are made available by the Company for inspection at its Registered Office during working hours for a period of 21 (twenty-one) days before the date of the meeting and a statement containing the salient features of such documents in the prescribed form approved by the Board and signed on behalf of the Board in accordance with Section 134(1) of the Act or copies of the documents, as the Company may deem fit, is sent to every member of the Company and to every trustee for holders of any debentures issued by the Company not less than 21 (twenty-one) days before the date of the meeting; provided further that any member or other person referred to in sub-section (1) of Section 136 of the Act shall on demand be entitled to be furnished free of cost with a copy of the last financial statements in full pertaining to the Company.

Web uploading of financial statements

Further provided that so long as the shares of the Company are listed on any recognized Stock Exchange, it shall also place its financial statements including consolidated financial statements, if any, and all other documents required by law to be attached thereto, on its website, which is maintained by the Company.

Copies of financial statements etc. to be filed with the Registrar

161. The Company shall comply with Section 137 of the Act as to filing copies of financial statement with the Registrar. A copy of the financial statements, including consolidated financial statement, if any along with all the documents which are required to be attached to such financial statements under the Act, duly adopted at the Annual General Meeting of the Company, shall be filed with the Registrar within 30 (thirty) days of the date of the Meeting in such manner, with such fees or additional fees as may be prescribed within the time specified under Section 403 of the Act.

AUDIT

Accounts to be audited annually

162. Once at least in every year the books of accounts of the Company shall be examined by one or more Auditor or Auditors.

Appointment and remuneration of Auditors

163. Statutory Auditors and Cost Auditors, if any, shall be appointed and their rights and duties regulated in accordance with Sections 139 to 148 of the Act. Where applicable, a Secretarial Auditor shall be appointed by the Board and their rights and duties regulated in accordance with Sections 204 of the Act.

Subject to the provisions of Section 139 of the Act, the Statutory Auditors of the Company shall be appointed for a period of 5 (five) consecutive years, subject to a ratification by members at every annual general meeting. Provided that the Company may, at a general meeting remove any such Auditor or all of such Auditors and appoint in his place or their places any other person or persons as may be recommended by the Board, in accordance with Section 140 of the Act.

The remuneration of the Auditors shall be fixed by the Company in Annual General Meeting or in such manner as the Company in general meeting may determine.

Audit of Accounts of branch office of the Company

164. Where the Company has a branch office the provisions of Section 143 of the Act shall apply.

Right of the Auditor to attend general meeting

165. All notices of, and other communications relating to any general meeting shall be forwarded to the auditor of the Company, and the Auditor shall, unless otherwise exempted by the Company, attend either by himself or through his authorized representative, who shall also be qualified to be an auditor, any general meeting and shall have a right to be heard at such meeting or any part of the business which concerns him as the Auditor.

Auditor to sign Auditor's Report; When Auditor's Report is to be read

166. The person appointed as Auditor of the Company shall sign the Auditor's Report or sign or certify any other document of the Company in accordance with the provisions of sub-section (2) of Section 141 of the Act, and the qualifications, observations or comments on financial transactions or matters, which have any adverse effect on the functioning of the Company mentioned in the Auditor's Report shall be read before the Company in general meeting and shall be open to inspection by any member of the Company.

Auditors not to provide certain services

167. In accordance with the provisions of Section 144 of the Act, an Auditor appointed under the Act shall provide to the Company only such other services as are approved by the Board or Audit Committee, as the case may be, but which shall not include any of the following services (whether such services are rendered directly or indirectly

to the Company or its holding company or subsidiary company), namely:

- (i) accounting and book keeping services;
- (ii) internal audit;
- (iii) design and implementation of any financial information system;
- (iv) actuarial services;
- (v) investment advisory services;
- (vi) investment banking services;
- (vii) rendering of outsourced financial services;
- (viii) management services; and
- (ix) any other kind of services as may be prescribed

168. Every financial statement when audited and adopted by the Company in General Meeting shall be conclusive and the Company shall not reopen its books of accounts and shall not recast its financial statements except in accordance with Sections 130 and 131 of the Act. When accounts are deemed to be settled

SERVICE OF NOTICES AND DOCUMENTS

169. (1) A document or notice may be served or given by the Company on any member either personally or sending it by post to him at his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for served documents or notices on him or by way of any electronic transmission, as prescribed in Section 20 of the Act. How notices to be served on members
- (2) Where a document or notice is sent by post, services of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him by registered post and has deposited with the Company a sum sufficient to defray the expenses of the doing of so, service of the documents or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of Notice of a meeting, at the expiration of 48 (forty-eight) hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post. Service by post
170. A document or notice advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Company shall be deemed to be duly served or sent on the day on which the advertisement appears to every member who has no registered address in India and has not supplied to the Company an address within India for serving of documents on or the sending of notices to him. Notice to members who have not supplied addresses
171. A document or notice may be served or given by the Company on or given to the joint-holders of a Share by serving or giving the document or notice on or to the joint-holders named first in the Register of Members in respect of the Share. Notice to joint holders
172. A document or notice may be served by the Company on or to the persons entitled to a Share in consequence of the death or insolvency of a member by sending it through post in a prepaid letter addressed to him or them by name or by the title of representatives 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 entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred. Notice to be served to representative

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| When notice may be given by advertisement | 173. Any notice required to be given by the Company to the members or any of them and not expressly provided for by these Articles or by the Act shall be sufficiently given if given by advertisement. |
| How to be advertised | 174. Any notice required to be or which may be given by advertisement shall be advertised once in one or more newspapers circulating in the neighbourhood of the Registered Office. |
| When notice by advertisement deemed to be served | 175. Any notice given by advertisement shall be deemed to have been given on the day on which advertisement shall first appear. |
| Transferee etc. bound by prior notice | 176. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any Share, shall be bound by every document or notice in respect of such Share, previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such Share. |
| Notice to be signed by a Director or Authorized person | 176A. Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorized by the Board of Directors for such purpose and the signatures thereto may be written, printed or lithographed. |
| Notice to the Company by members | 176B. All documents or notices to be served or given by members on or to the Company or any office thereof shall be served or given by sending it to the Company or at the office by registered post, or by leaving it at the office or by such other electronic means as prescribed by Section 20 of the Act. |
| Documents admissible as evidence | 176C. (1) Any information in the form of micro film of a document or image or a facsimile copy or any statement in a document included in a printed material produced by a computer shall be deemed to be a document and shall be admissible in any proceedings without further production of the original, provided the conditions referred in Section 397 of the Act are complied with.

(2) All provisions of the Information Technology Act, 2000 relating to the electronic records, including the manner and format in which the electronic records shall be filed, in so far as they are consistent with the Act, shall apply to the records in electronic form under Section 398 of the Act. |
| Notices valid though member deceased | 177. Subject to the provisions of Article 172 any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these Articles shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered share, whether held solely or jointly with other persons by such member until some other persons be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his heirs, executors or administrators and all persons, if any, jointly interested with him in any such share. |
| Service of process in winding-up | 178. Subject to the relevant provisions of the Act, in the event of a winding up of the Company, every member of the Company who is not for the time being in Chennai shall be bound, within 8 (eight) weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some householder residing in the neighbourhood of the Registered Office upon whom all summons, notices, process, orders and judgment in relation to or under the winding-up of the Company may be served, and in default of such nomination, the Liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such |

person and service upon any such appointee whether appointed by the member or the Liquidator shall be deemed to be good personal service on such member for all purposes, and where the Liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such member by advertisement in some daily newspaper circulating in the neighbourhood of the Registered Office or by a registered letter sent by post and addressed to such member at his address as registered in the Register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of the post. The provisions of this Article shall not prejudice the right of the Liquidator of the Company to serve any notice or other document in any other manner prescribed by either this Article or these Articles.

KEEPING OF REGISTERS AND INSPECTION

179. The Company shall duly keep and maintain at the Registered Office, in accordance with the requirements of the Act in that behalf, the following Registers:

- (1) A Register of Investments not held in its own name by the Company pursuant to Section 187 (3) of the Act and Rule 14(1) of the Companies (Meetings of Board and its Powers) Rules, 2014.
- (2) A Register of Charges pursuant to Section 85 (1) of the Act and sub-rule (1) of Rule 10 of the Companies (Registration of Charges) Rules, 2014.
- (3) A Register of Members pursuant to Section 88 (1) of the Act and an Index of the names of Members included therein pursuant to Section 88 (2) of the Act.
- (4) A Register of Renewed and Duplicate Certificates pursuant to Rule 6(3)(a) of the Companies (Share Capital & Debentures) Rules, 2014, or any statutory modification or re-enactment thereof.
- (5) A Register of Debenture-holders pursuant to Section 88(1) of the Act and an Index of names of Debenture holders included therein pursuant to Section 88(2) of the Act.
- (6) A Register of Contracts with related parties and contracts and bodies etc. in which Directors are interested pursuant to Section 189(1) of the Act and Rule 16(1) of the Companies (Meetings of Board and its Powers) Rules, 2014.
- (7) A Register of Directors & Key Managerial Personnel and their shareholding pursuant to Section 170 of the Act which shall include the details of securities held by each of them in the Company or its holding, subsidiary, subsidiary of the Company's holding company or associate companies, as the case may be.
- (8) A Register of loans and guarantees given, securities provided and acquisitions made pursuant to Section 186(9) and Rule 12(1) of the Companies (Meetings of Board) Rules, 2014.

Provided that the register and index of the beneficial owners maintained by the depository under Section 11 of the Depositories Act, 1996 shall be deemed to be corresponding register and index of Members and register and index of Debenture holders under items (3) and (5) of this Article.

180. The Company shall comply with the provisions of Sections 17, 71, 94, 117, 119, 136, 189, 190, 171, 170 and 186 of the Act as to the supplying of copies of the Registers, deeds, documents, instruments, returns, certificates and books therein mentioned to the persons therein specified when so required by such persons, on payment of the charges, if any, prescribed by the said Sections.

Supply of
copies of
Registers, etc.

- Inspection of Registers etc.
181. Subject to the provisions of Articles 155 and 156 where under any provisions of the Act any person whether a member of the Company or not, is entitled to inspect any register, return or certificate, deed, instrument or document required to be kept or maintained by the Company, the person so entitled to inspection shall be permitted to inspect the same during the hours of 10 o'clock in the forenoon and 1 o'clock in the afternoon on such business days as the Act requires them to be open for inspection.
- When Registers of Members and Debenture holders may be closed
182. The Company may, after giving not less than 7 (seven) days' previous notice by advertisement in some newspapers circulating in the district in which the Registered Office is situate close the Register of Members or the Register of Debenture-holders, as the case may be, for any period or periods not exceeding in the aggregate 45 (forty-five) days in each year but not exceeding 30 (thirty) days at any one time.

RECONSTRUCTION

- Reconstruction
183. On any sale of the undertaking of the Company the Board or the Liquidators on a winding-up may, if authorized by a Special Resolution, accept fully 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 purchase in whole or in part of the property of the Company, and the Board (if the profits of the Company permit) or the Liquidators (in winding-up) may distribute such shares or securities of any other property of the Company amongst the members without realization, or vest the same in trustees for them, and any Special Resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefit or property, otherwise than in accordance with the strict legal rights of the members or contributories of the Company, and for the valuation of any 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 authorized, 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 319 of the Act as are capable of being varied or excluded by these Articles.

SECRECY

- Secrecy
184. Every Director, Secretary, Trustee for the Company, its members or debenture-holders, members of a committee, officer, servant, agent, accountant, or other person employed in or about the business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all *bona fide* transactions of the Company with its customers and the state of accounts with individuals and in matters relating 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 so to do by the Board or by any general meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these presents contained and the provisions of the Act.
- No member to enter the premises of the Company without permission
185. No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company without the permission of the Board or, subject to Articles 155 and 156 to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to communicate.

WINDING-UP

Subject to the provisions of Chapter XX of the Act and rules made there under:

186. 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 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 amongst the members in proportion to the capital at the commencement of the winding-up or which ought to have been paid on 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. Distribution of assets
187. If the Company shall be wound up, whether voluntarily or otherwise, the Liquidators may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide among 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, as the Liquidators, with the like sanction, shall think fit. Distribution of assets in specie

BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS

188. Every member and other security holder will use rights of such member/security holder as conferred under the Act or these Articles *bona fide*, in the best interest of the Company or for the protection of any proprietary interest of such member/security holder, and not for extraneous, vexatious or frivolous purposes. The Board shall have the right to take appropriate measures for expulsion of such member or security holder, in case any member/security holder abusively makes use of any powers for extraneous, vexatious or frivolous purposes.

INDEMNITY

189. Every Director, Secretary or officer of the Company or any person (whether an officer of the Company or not) employed by the Company and any person appointed Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Secretary, officer, employee, or Auditor in defending any proceedings whether civil or criminal, in which judgment 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 granted to him by the Court.

ARBITRATION

190. Whenever any difference shall arise between the Company on the one hand, and any of the members, their executors, administrators, or assigns on the other hand touching the true intent or construction, or the incidents or consequences of these presents or of the statutes or enactments of the Legislature, or touching anything then or thereafter done, executed, omitted, suffered in pursuance of these presents, or of the statutes or enactments or touching any breach or alleged breach of these presents, or any claim on account of any such breach or alleged breach or otherwise relating to these presents, every such difference shall be referred to the arbitration of a sole arbitrator to be appointed by the parties. Such arbitration shall be governed by the relevant Act prevailing on the date of reference to arbitration.

We, the several persons, whose names, addresses and subscriptions are described, are desirous of being formed into a Company in pursuance of the Articles of Association and we respectively agree to take the number of shares in capital of the Company as set opposite to our respective names.

Sl. No.	Name, address, description and Occupations, of subscribers	Number of shares taken by each subscriber	Name, address, description and occupation of witness
1.	L. L. NARAYAN S/o. Late Dr. N. Lakshmana Iyer No.2, George Avenue Madras - 18 Industrialist	10 (Ten) Equity	<p style="text-align: center;">Witness to all these Signatures</p> <p style="text-align: center;">V. C. RAGHAVAN S/o. Sri. S. Srinivasa Raghavachari, Company Service 69 D. R. K. Shanmugam Salai, K. K. Nagar, Madras - 600 078</p>
2.	L. GANESH S/o. Mr. L. L. Narayan No.2, George Avenue Madras - 18 Service	10 (Ten) Equity	
3.	L. LAKSHMAN S/o. Mr. L. L. Narayan No.2, George Avenue Madras - 18 Service	10 (Ten) Equity	
4.	C. BHASKARAN S/o. Dr. K. Madhava Menon 27, Choudry Colony, Madras - 34 Service	10 (Ten) Equity	
5.	C. PRABHAKAR S/o. Mr. C. R. Rao 21, S.N. Avenue, Madras - 28 Service	10 (Ten) Equity	
6.	P. V. DEVANARAYANAN S/o. Mr. S. V. Sastri N 3, Turnbolls Road Equity Madras - 35 Service	10 (Ten) Equity	
7.	K. SUBRAMANIAM S/o. Mr. P. Krishna Iyer 0-4, HIG Flats Adyar Apartments Tamilnadu Housing Board Colony, Madras. 85 Service	10 (Ten) Equity	
	Total No. of Shares taken	(70)	

(1)

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORIGINAL JURISDICTION)

Friday, the Tenth day of November, 2006.

THE HON'BLE MRS. JUSTICE CHITRA VENKATARAMAN

COMPANY PETITION NO. 120 of 2006

In the Matter of Companies Act, 1956;

And

In the Matter of Sections 391 to 394 of the said Act;

And

In the Matter of the Scheme of Arrangement

Between

EIH Limited and

EIH Associated Hotels Limited

And

Their respective shareholders

EIH Associated Hotels Limited,
1/24, G.S.T. Road, Meenambakkam,
Chennai - 600 027,

Represented by its Secretary,

Mr. Romit Mitra.

..... Petitioner

This Company Petition praying this Court that the Scheme of Arrangement between EIH Limited and EIH Associated Hotels Limited and their respective Shareholders with effect from 1st day of April, 2006 be sanctioned by this Court so as to be binding on all the shareholders and creditors of the Petitioner Company and on said Company:-

This Company Petition having been heard on 25/9/2006 in the presence of R. Murari, Advocate for the Petitioner in the Company Petition No. 120/2006 and Mr. M.T. Arunan, Senior Central Government Standing Counsel appearing for the Regional Director, Southern Region, Department of Company Affairs, Chennai and upon reading the order dated 26/4/2006 and made in C.A. No. 774/2006 whereby the said company viz., EIH Associated Hotels Limited the Petitioner Company in C.P. No. 120/2006 herein was directed to convene a meeting of the equity shareholders of the above named company for the purpose of considering and if thought fit approving with or without modification of the proposed scheme of Arrangement between M/s. EIH Limited and M/s. EIH Associated Hotels Limited and the advertisement having been made in one issue of English daily 'The Hindu Business Line' dated 6/5/2006 and another issue of Tamil daily 'Dina Thanthi' dated 6/5/2006 each containing the advertisement of the said meeting and the report of the chairman of the said meeting as to the result of the meeting and it appearing from the said report that the scheme of Arrangement had been approved by requisite majority, and upon reading the Company Petition No. 120/2006 and the affidavit of R. Vasudevan, the Regional Director, Southern Region, Department of the Company Affairs, Chennai filed herein, and having stood over for consideration till this date and coming on this day before this Court for orders in the presence of the said Advocates for the parties hereto.

(2)

The Court doth hereby sanction the Scheme of Arrangement Annexed hereunder with effect from 1/4/2006 subject to the approval of the High Court of Calcutta in respect of EIH Limited and declare the same so as to be binding on all the shareholders and creditors of the said company and on the said company, THIS COURT DOTH FURTHER ORDER AS FOLLOWS :

(1) That, the Petitioner Company herein do file with the Registrar of Companies, Chennai, a certified copy of the order within 30 days from this date.

(2) That, the parties to the Scheme of Arrangement or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this Scheme of Arrangement Annexed hereunder.

(3) That Mr. M.T. Arunan, Senior Central Government Standing Counsel shall be entitled to a fee of Rs. 2,500/- (Rupees two thousand five hundred only) from the Petitioner Company.

SCHEME OF ARRANGEMENT

Between

EIH LIMITED

AND

EIH ASSOCIATED HOTELS LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

FOR

**RECONSTRUCTION OF WITH LIMITED AND EIH ASSOCIATED HOTELS LIMITED
BY TRANSFER OF TWO HOTELS OF EIH LIMITED AT BHUBANESWAR AND
SHIMLA TO EIH ASSOCIATED HOTELS LIMITED**

PART - I

(Preliminary)

1. Definitions :

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings :

- (a) **“Act”** means the Companies Act, 1956 or any statutory modification or re-enactment thereof.
- (b) **“Appointed Date”** means the 1st day of April, 2006.
- (c) **“EIH”** means EIH Limited, an existing Company within the meaning of the Act and having its registered office at 4, Mangoe Lane, Kolkata 700 001 in the State of West Bengal.
- (d) **“EIHAL”** means EIH Associated Hotels Limited, a Company incorporated under the provisions of the Act and having its registered office 1/24, G.S.T. Road, Meenambakkam, Chennai 600 027 in the State of Tamil Nadu.
- (e) **“Specified Hotels”** means (i) the hotel of EIH at Bhubaneswar, known as ‘Trident Hilton’ and (ii) the hotel of EIH at Shimla, known as ‘The Oberoi Cecil’ and shall mean and include all assets, liabilities, rights and powers of EIH comprised in and/or pertaining to the Specified Hotels, including:
 - i. all properties and assets, movable and immovable, freehold and leasehold, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, as on the Appointed Date relating to the Specified Hotels, including all lands, buildings, flats, other commercial and residential properties, machinery, electrical installations, vehicles, equipment, furniture, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of EIH in relation to the Specified Hotels, leases and agency of EIH pertaining to the Specified Hotels, and all other interests or rights in or arising out of or relating to the Specified Hotels together with all respective powers, interests, charges, privileges, benefits, entitlement, industrial and other licenses, registrations, quotas, liberties, easements and advantages, appertaining to the Specified Hotels and/or to which EIH is entitled to in respect of the Specified Hotels and/

or to which EIH is entitled to in respect of the Specified Hotels and/or to which EIH is entitled to in respect of the Specified Hotels and/or to which EIH is entitled to in respect of the Specified Hotels of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefits, entitlement, industrial and other licenses, registrations, quotas, liberties, easements and advantages, appertaining to the Specified Hotels and/or to which EIH is entitled to in respect of the Specified Hotels of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records relating to the Specified Hotels ;

ii. all debts, liabilities, duties and obligations of EIH in relation to the Specified Hotels, including liabilities on account of secured and unsecured loans, sundry creditors, sales-tax, excise, bonus, gratuity and other taxation and contingent liabilities of EIH pertaining to the Specified Hotels ; and

iii. all permanent employees of EIH engaged in or in relation with the Specified Hotels.

(f) **“Effective Date”** means the last of the dates on which all the orders, sanctions, approvals, consents, conditions, matters or fillings referred to in Clause 13 of Part - II hereof have been obtained or filed.

(g) **“Scheme”** means this Scheme of Arrangement under Sections 391 to 394 of the Act in the present form or with such modifications as sanctioned by the Hon’ble High Court at Calcutta and the Hon’ble High Court of Judicature at Madras.

2. Share Capital :

The Authorised, Issued, Subscribed and Paid-up Share Capital of EIH and EIHAL as on the date of approval of this Scheme by the Board of Directors of EIH and EIHAL i.e., January 30, 2006, is as under.

i. EIH

<u>Authorised Share Capital :</u>	(Rs.)
10,00,00,000 Equity Shares of Rs. 10/- each	100,00,00,000/-
2,00,00,000 Cumulative Redeemable Preference Shares of Rs. 100/- each	200,00,00,000/-
	<u>300,00,00,000/-</u>
<u>Issued Subscribed and Paid up Share Capital :</u>	
5,23,93,863 Equity Shares of Rs. 10/- each fully paid up	52,39,38,630/-

ii. EIHAL

<u>Authorised Share Capital :</u>	(Rs.)
1,50,00,000 Equity Shares of Rs. 10/- each	15,00,00,000/-
10,00,000 Redeemable Preference Shares of Rs. 100/- each	10,00,00,000/-
	<u>25,00,00,000/-</u>
<u>Issued Subscribed and Paid up Share Capital :</u>	
1,05,00,000 Equity Shares of Rs. 10/- each fully paid up	10,50,00,000/-

3. Objects and Reasons :

i. EIH and EIHAL are both part of the same group of hotel companies. EIH is a multi hotel Company running and operating several hotels in India and abroad. EIHAL has two hotels, being the 'Trident Hilton' at Chennai and 'The Oberoi Rajvillas' at Jaipur. The Transferee Company does not have any other hotel at present. The travel and tourism Industry in general and the hotel business of EIH and EIHAL in particular are on a sound footing. EIH and EIHAL have been looking at suitable proposals for consolidation and restructuring of their business on appropriate lines for better realisation of the potential and opportunity existing in such business. Amalgamation of another hotel company of the group, namely Indus Hotels Corporation Limited ("Indus"), having three in Agra, Jaipur and Udaipur which are operated under the 'Trident Hilton' brand, has been proposed with EIHAL. Further, the wholly owned subsidiary of Indus, namely Island Hotels Maharaj Limited, has one hotel in Cochin which is also operated under the said brand. Consequent upon amalgamation of Indus with EIHAL, all four Indus and its subsidiary will come under the fold of EIHAL. The nature and size of the Specified Hotels and considerations and financials applicable to operation of the same are similar to the 'Trident Hilton' hotels owned and proposed to be acquired by EIHAL as above.

ii. In furtherance of the consolidation and restructuring initiative and for optimum running, growth and development of the business of EIH and EIHAL it is considered desirable and expedient to reorganise and reconstruct EIH and EIHAL by transferring the Specified Hotels of EIH to EIHAL on the terms and conditions and in the manner provided in this Scheme of Arrangement. The business of EIH and EIHAL will be run, controlled and managed more conveniently and advantageously pursuant to the reconstruction and consequent slump exchange of Specified Hotels for shares and debentures, credited as fully paid up in EIHAL as provided herein. The Scheme will have beneficial results for the said companies, their shareholders and all concerned and is proposed to their advantage.

PART-II

(The Scheme)

4. Transfer of Undertaking :

4.1 With effect from the Appointed Date, the Specified Hotels shall be transferred from EIH to EIHAL as a going concern for all the estate and interest of EIH therein in accordance with and subject to the modalities for transfer and vesting stipulated herein.

4.2 In respect of such of the assets of the Specified Hotels as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so transferred by EIH, without requiring any deed or instrument of conveyance for the same and shall become the property of EIHAL accordingly and as integral part of the Specified Hotels transferred to EIHAL.

4.3 In respect of such of the assets belonging to the Specified Hotels other than those referred to in Clause 4.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in EIHAL pursuant to the provisions of Section 394 of the Act.

4.4 All debts, liabilities, duties and obligations of EIH relating to the Specified Hotels as on the close of business on the immediately preceding the Appointed Date and all other debts, liabilities duties and obligations of EIH relating to the Specified Hotels which may accrue or arise from the Appointed Date but which relate to the period upto the day immediately preceding the Appointed date shall also be transferred to EIHAL, without any further act or deed, pursuant to the provisions of Section 394(2) of the Act, so as to become the debts, liabilities, duties and obligations of EIHAL.

4.5 The transfer and vesting of the Specified Hotels of EIH , as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any over the assets or any part thereof, provided however that such charges, mortgages and/or encumbrances shall be confined only to the assets of EIH or part thereof on or over which they are subsisting on transfer to and vesting of such assets in EIHAL and no such charges, mortgages, and/or encumbrances shall extend over or apply to any other asset(s) of EIHAL. Any reference in any security documents or arrangements (to which EIH is a party) to any assets of EIH shall be so construed to the and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of EIHAL. Similarly, EIHAL shall not be required to create any additional security over assets of Specified Hotels of EIH acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already available/to be availed by if and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of EIHAL shall not extend or be deemed to extend or apply to the assets so acquired by EIHAL.

4.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations and no-objection certificates obtained by EIH for the operations of the Specified Hotels and/ or to which EIH is entitled to in relation to the Specified Hotels in terms of the Various Statutes and/ or Scheme of Union and State Governments, shall be available to and vest in EIHAL, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of EIHAL. Since the Specified Hotels will be transferred to and vested in EIHAL as a going concern without any break or interruption in the operations thereof, EIHAL shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objection certificates and to carry on and continue the operations of the Specified Hotels on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under income Tax, Excise (Including Modvat/Cenvat), Sales Tax Act to which EIH is entitled to in relation to the Specified Hotels in terms of the various Statutes and/ or Scheme of Union and State Governments shall be available to and vest in EIHAL upon this Scheme Becoming effective.

5. Legal Proceedings :

All legal or other proceeding by or against EIH and relating to the Specified Hotels shall be continued and enforced by or against EIHAL only. If proceedings are taken against EIH, EIH will defend on notice or as per advice of EIHAL at the costs of EIHAL and EIHAL will indemnify and keep indemnified EIH from and against all liabilities, obligations, actions claims and demands in respect thereof.

6. Contracts and Deeds :

Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements and other instruments of whatsoever nature relating to the Specified Hotels to which EIH is a party subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of EIHAL and may be enforced as fully and effectually as if instead of EIH, EIHAL had been a party thereto.

7. Saving of Concluded Transactions :

The transfer and vesting of the properties and liabilities of the Specified Hotels and the continuance of the proceedings by or against EIHAL as per the provisions hereof shall not affect any transaction or proceeding relating to the Specified Hotels already completed by EIH on or before the Effective Date to the end and intent that EIHAL accepts all acts, deeds and things relating to the Specified Hotels done and executed by and/or on behalf of EIHAL.

8. Employees :

8.1 EIHAL undertakes to engage on and from the Effective Date all the employees of EIH engaged in the Specified Hotels on the same terms and conditions on which they are engaged by EIH without any interruption of service as a result of the transfer of the Specified Hotels to EIHAL. EIHAL agrees that the services of all such employees with EIH upto the Effective Date shall be taken into account for the purpose of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.

8.2 The accumulated balances, if any, standing to the credit of the employees of the Specified Hotels in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds of which they are members will be transferred to such Provident Fund, Gratuity Fund, Superannuation Fund and other funds nominated by EIHAL and/or such new Provident Fund, Gratuity Fund, Superannuation Fund and other funds to be established and caused to be recognised by the concerned authorities by EIHAL. Pending the transfer as aforesaid, the dues of the employees of the Specified Hotels relating to the said funds would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds respectively.

9. Business in trust for EIHAL :

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

9.1 EIH undertakes to carry on the business of the Specified Hotels in the ordinary course of business and EIH shall be deemed to have carried on and to be carrying on all business and activities relating to the Specified Hotels for and on account of and in trust for EIHAL.

9.2 All profits accruing to EIH or losses arising or incurred by it and taxes paid in relation to such profits relating to the Specified Hotels for the period falling on and after the Appointed Date shall purposes, be treated as the profits or losses and taxes, as the case may be of EIHAL.

9.3 EIH shall be deemed to have held and stood possessed of the properties to be transferred to EIHAL for and on account of and in trust for EIHAL and, accordingly, EIH shall not (without the prior written consent of EIHAL) alienate, charge or otherwise deal with or dispose of the Specified Hotels or any part thereof except in the usual course of business.

10. Issue and allotment of Preference Shares and Debentures by EIHAL :

Upon the Scheme becoming effective, EIHAL shall in consideration for transfer of the Specified Hotels, without further application, issue and allot to EIH(i) 10,00,000 4% redeemable Non-Cumulative Preference Shares of Rs. 100/- each in EIHAL, credited as fully paid up and (ii) 68,99,261 6% Unsecured Non-Convertible Debentures of Rs.100/- each in EIHAL, credited as fully paid up. This Scheme will accordingly result in slump exchange between EIH and EIHAL of ownership of Specified Hotels for ownership of such Preference shares and Debentures. The said Preference Shares and Debentures issued and allotted by EIHAL shall be redeemed within a period of one year from the date of allotment or such earlier date as may as the Board of EIHAL may decide.

11. Applications :

EIH and EIHAL shall, with all reasonable dispatch, make necessary applications to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras, for sanction and carrying out of the scheme. Any such application shall, upon constitution of the National Company Law Tribunal under Section

10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras shall be construed as references to National Company Law Tribunal and/or the appropriate Benches thereof as the context may require. EIH and EIHAL shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme, including issue and allotment of Preference Shares and Debentures.

12. Approvals and Modifications :

EIH and EIHAL (by their respective Board of Directors or Committee thereof or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

12.1 to assist from time to time any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras and/or any authorities under law may deem fit to approve or direct or as may be deemed expedient or necessary, and

12.2 to settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing EIH and EIHAL (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

13. Scheme Conditional Upon :

The Scheme is conditional upon and subject to:

13.1 Approval of the Scheme by the requisite majority of the members of EIH and EIHAL

13.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras under Sections 391 and 394 and other applicable provisions of the Act.

13.3 Such other sanctions and approvals including sanctions of any governmental or regulatory authority, as may be required by law in respect of the Scheme being obtained; and

13.4 The certified copies of the Orders of the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras sanctioning the Scheme being filed with the respective Registrar of Companies.

Accordingly, the Scheme although operative from the Appointed date shall become effective on the Effective date, being the last of the dates on which all the orders, sanctions, approvals, consents, conditions, matters or filings referred to above have been obtained or filed.

14. Remaining Business :

Save and except the Specified Hotels of EIH and as expressly provided in this Scheme of Arrangement nothing contained in this Scheme of Arrangement shall affect the other business, undertaking, assets, and liabilities of EIH which shall continue to belong to and be vested in and be managed by EIH.

15. Costs :

All costs, charges and expenses incurred in carrying out and implementing the terms and provisions of this Scheme and incidentals thereto shall be borne by EIHAL.

16. Residual Provisions:

16.2 Even after this Scheme becomes operative, EIHAL shall be entitled to operate all Bank Accounts relating to Specified Hotels and realise all monies and complete and enforce all pending contracts and transactions in respect of the Specified Hotels in the name of EIH in so far as may be necessary until the transfer of rights and obligations of EIH to EIHAL under this Scheme is formally accepted by the parties concerned.

16.2 The assets and liabilities of the Specified Hotels shall be recorded in the books of account of EIHAL at their respective values at which they appear in the books of account of EIH. The difference between net book value of such assets and liabilities and aggregate face value of Preference Shares and Debentures issued by EIHAL under clause 10 above shall be adjusted against General Reserves in the books of account of EIHAL. In the event and to the extent such reserves are not existent or are inadequate, such adjustment shall be made against other reserves of EIHAL.

16.3 On the approval of the Scheme by the members of EIH and EIHAL pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

16.4 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person.

16.5 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or appointment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. Pradip (Pinto) Khaitan, Advocate of 1B, Old Post Office Street, Kolkata 700 001 whose decision shall be final and binding on all concerned.

Witness, The Hon'ble Thiru. Ajit Prakash Shah, Chief Justice of Madras High Court, aforesaid this the 10th day of November, 2006.

Sd/- V.N.Sundar,
Deputy Registrar (O.S.)

Certified to be true copy
dated this the 5th day of December 2006.

KM/1.12.2006.

Sd/-
Court Officer
05.12.2006

(1)

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORIGINAL JURISDICTION)

Friday, the Tenth day of November, 2006

THE HON'BLE MRS JUSTICE CHITRA VENKATARAMAN

COMP. PETN. NO. 121 of 2006

In the Matter of the Companies Act, 1956;

And

In the Matter of Sections 391 to 394 of the said Act;

and

In the Matter of the Scheme of Amalgamation

of

Indus Hotels Corporation Limited

With

EIH Associated Hotels Limited

EIH Associated Hotels Limited,
1/24, G.S.T. Road, Meenambakkam,
Chennai - 600 027,
Represented by its Secretary,
Mr. Romit Mitra.

... Petitioner/Transferee Company

This Company Petition praying this Court that the Scheme of Amalgamation of the Petitioner/Transferee Company with effect from 1st April 2005 be sanctioned by Court so as to be binding on all the shareholders and creditors of the Petitioner/Transferee Company and on the said Company.

This Company Petition having been heard on 25/9/2006 in the presence of R.Murari, Advocate for the Petitioner in the Company Petition No. 121/2006 and Mr. M.T. Aruman, Senior Central Government Standing Counsel appearing for the Regional Director, Southern Region, Department of Company Affairs, Chennai and upon reading the order dated 26/4/2006 and made in C.A. No. 775/2006 whereby the said company viz., EIH Associated Hotels Limited the Petitioner Company in C.P. No. 121/2006 herein was directed to convene a meeting of the equity shareholders of the above named company for the purpose of considering and if thought fit approving with or without modification of the proposed scheme of Amalgamation of M/s. Indus Hotels Corporation Limited with M/s. EIH Associated Hotels Limited and advertisement having been made in one issue of English daily The Hindu Business Line' dated 6/5/2006 and another issue of Tamil daily 'Dina Thanthi dated 6/5/2006 each containing the advertisement of the said meeting and the report of the chairman of the said meeting as to the result of the meeting and it appearing from the said report that the scheme of Amalgamation had been approved unanimously and upon reading the Company Petition No. 121/2006 and the affidavit of R.Vasudevan, the Regional Director, Southern Region, Department of the Company Affairs, Chennai filed herein, and having stood over for consideration till this date and coming on this day before this Court for orders in the presence of the said Advocates for the parties hereto, and the order of this Court

(2)

dated 18/10/2006 and made in C.A. No. 1772/2006 and the order dated 26/9/2006 appearing the scheme of Amalgamation by the High Court of Calcutta in respect of transferor company.

The Court doth hereby sanction the Scheme of Amalgamation annexed hereunder with effect from 1/4/2005 with the deletion of clause 11.5 and 12.5 of the scheme from and declare the same so as to be binding on all the shareholders and creditors of the said company and on the said company, THIS COURT DOTH FURTHER ORDER AS FOLLOWS :-

(1) That, the Petitioner Company herein do file with the Registrar of Companies, Chennai, a certified copy of the order within 30 days from this date.

(2) That, the parties to the Scheme of Arrangement or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this Scheme of Amalgamation Annexed hereunder.

(3) That Mr. M.T. Arunan, Senior Central Government Standing Counsel shall be entitled to a fee of Rs. 2,500/- (Rupees two thousand five hundred only) from the Petitioner Company.

SCHEME OF AMALGAMATION
(Under Sections 391 & 394 of the Companies Act, 1956)
Of
INDUS HOTELS CORPORATION LIMITED
With
EIH ASSOCIATED HOTELS LIMITED

PART - I
(Preliminary)

1. DEFINITIONS :

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings :

- i **“Act”** means the Companies Act, 1956 or any amendment, modification or re-enactment thereof from time to time.
- ii **“Appointed Date”** means the 1st day of April, 2005.
- iii **“Transferor Company”** means Indus Hotels Corporation Limited, a Company incorporated under the provisions of the Act and having its registered office at 4, Mangoe Lane, Kolkata 7000 001 in the State of West Bengal.
- iv. **“Transferee Company”** means EIH Associated Hotels Limited, a Company incorporated under the provisions of the Act and having its registered office at 1/24, G.S.T. Road, Meenambakkam, Chennai 600 027 in the State of Tamil Nadu.
- v **“Undertaking of the Transferor Company”** means and includes :
 - (a) All the properties, assets, rights and powers of the Transferor Company; and
 - (b) all the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause the said Undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, movable or immovable, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including land, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all licenses, trade marks, patents, copyrights, liberties, easements and advantages, import entitlements and other quotes, including the benefits of all agreements and all other interests rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits, exemptions and approvals of whatsoever nature if any, held, applied for or as may be obtained hereafter by the Transferor Company or to which the Transferor Company is entitled together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

vi. **“Effective Date”** means the last of the dates on which all the orders, sanctions, approvals, consents, conditions, matters or fillings referred to in Clause 15 hereof have been obtained or filed.

vii. **“Scheme”** means this Scheme of Amalgamation in its present form or with any modification(s) approved or directed by the Hon’ble High Court at Calcutta and the Hon’ble High Court of Judicature at Madras.

viii. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. SHARE CAPITAL :

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of approval of the Scheme by the Board of Directors of the said Companies i.e., January 30, 2006 is as under :

a. Transferor Company

<u>AUTHORISED SHARE CAPITAL :</u>	(Rs.)
10,00,00,000 Equity Shares of Rs. 10/- each	100,00,00,000/-
<u>ISSUED SUBSCRIBED & PAID-UP SHARE CAPITAL :</u>	
8,17,80,000 Equity Shares of Rs. 10/- each fully paid up	81,78,00,000/-

b. Transferee Company

<u>AUTHORISED SHARE CAPITAL :</u>	
1,50,00,000 Equity Shares of Rs. 10/- each	15,00,00,000/-
10,00,000 Redeemable Preference Shares of Rs. 100/- each	10,00,00,000/-
	<u>25,00,00,000/-</u>
<u>ISSUED, SUBSCRIBED & PAID-UP SHARE CAPITAL :</u>	
1,05,00,000 Equity Shares of Rs. 10/- each fully paid up	10,50,00,000/-

3. OBJECTS AND REASONS :

i. The Transferor Company and the Transferee Company are part of the same group of hotel Companies. The Transferor Company has three hotels in Agra, Jaipur and udaipur which are operated under the ‘Trident Hilton’ brand of hotels Further, the wholly owned subsidiary of the Transferor company, namely Island Hotels Maharaj Limited, has one hotel in Cochin which is also operated under the said brand. The Transferee Company has two hotels, being the ‘Trident Hilton’ at Chennai and ‘The Oberoi Rajvilas at Jaipur. The Transferee Company does not have any other hotel at present. The Transferee Company is a listed Company whereas the Transferor Company is an unlisted Company. The travel and tourism Industry in general and the hotel business of the Transferor Company and the Transferee Company in particular are on a sound footing. The Transferor Company and the Transferee Company have been looking at suitable proposals fr consolidation and restructuring of their business on appropriate lines for better realisation of the potential and opportunity existing in such business. The business of the Transferor Company constituted in

its ownership of and interest in 'Trident Hilton' hotels as above can be combined with the similar business of the Transferee Company appropriately.

ii. For optimum growth and development of the business of the Transferor company and the Transferee Company and better and more economic running, control and management of the said business and undertaking of the Transferor Company and the Transferee Company, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated herein.

iii. The amalgamation will enable the combined business and activities of the Transferor Company and the Transferee Company to be carried on more conveniently and advantageously with pooling and more efficient utilisation of their resources, reduction in overheads and other expenses and improvement in various other operating parameters. The amalgamation will result in the formation of a larger and stronger concern having greater capacity for raising funds and conducting its operations more efficiently and competitively. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

PART-II

(The Scheme)

4. TRANSFER OF UNDERTAKING:

4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vest in the Transferee Company, as a going concern without any further act, deed, matter or thing (save as provided in Clause 4.2 below) so as to become on and from the Appointed Date the Undertaking of the Transferee Company.

4.2 It is expressly provided that in respect of such of the said assets as are movable in nature or otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.

4.3 All debts, liabilities, duties and obligations of the Transferor Company shall also be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.

4.4 The transfer and vesting of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/or encumbrances shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and/or encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend,

nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges, mortgages, and/or encumbrances in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.

4.5 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations and no-objection certificates obtained by the Transferor Company for its operations and/or to which the Transferor Company is entitled to in terms of the various Statutes and/or Schemes of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed and shall be appropriately mutated by the Statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objection certificates and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc to which the Transferor Company is entitled to in terms of the various Statutes and/or Schemes of Union and State Governments shall be available to and vest in the Transferee Company upon this Scheme becoming effective.

5. LEGAL PROCEEDINGS :

Suits, actions and proceedings of whatsoever nature, if any, (hereinafter called “**the proceedings**”) pending on the Effective Date, by or against the Transferor Company, shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. CONTRACTS AND DEEDS :

6.1 All contracts, deeds, bonds, agreements, arrangements, licences, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferee Company, the Transferee Company had been a party or beneficiary thereto.

6.2 The Transferee Company shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 6 and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to join in such deeds, writings or confirmations instead of the Transferor Company.

7. SAVING OF CONCLUDED TRANSACTIONS :

The transfer of the Undertaking of the Transferor Company under Clause 4 above, the continuance of the Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above,

shall not affect any transaction or the Proceedings already concluded by the Transferor Company on or before the Effective Date and shall be deemed to have been done and executed on behalf of the Transferee Company.

8. EMPLOYEES :

On and from the Effective Date :

8.1 All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service.

8.2 The Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

8.3 The services of the employees of the Transferor Company will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the Rules or Bye-laws of the said Funds.

9. DISSOLUTION OF THE TRANSFEROR COMPANY :

The Transferor Company shall be dissolved without winding up in accordance with the provisions of Section 394 of the Act.

10. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY:

With effect from the Appointed Date and up to the Effective Date :

10.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.

10.2 The Transferor Company shall carry on its business and activities with due diligence and business prudence and shall not, without the prior written consent of the Transferee Company, charge, mortgage, encumber or otherwise deal with or alienate its assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of its business, and except as already committed or planned as on the date of approval of the Scheme by the Board of Directors of the Transferor Company and the Transferee Company.

10.3 All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

11. ISSUE OF SHARES :

11.1 Upon the Scheme coming into effect, and without any further application, act or deed :

11.1.1 The Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of the Transferor Company whose names appear in the Register of Members of the Transferor Company on such date (hereinafter referred to as the “**Record Date**”), as the Board of Directors of the Transferee Company or a committee thereof will determine, Equity Shares of Rs. 10/- each in the Transferee Company credited as fully paid-up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the “**New Equity Shares**”) in the following ratio :

1(One) New Equity Share of Rs. 10/- each in the Transferee Company credited as fully paid-up for every 9 (Nine) Equity Shares of Rs. 10/- each, fully paid-up held in the Transferor Company.

11.2 The members of the Transferor Company entitled to new Equity Shares of the Transferee Company shall have the option, exercisable by notice in writing, by them to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof, to receive, either in certificate form or in the dematerialised form, such New Equity Shares of the Transferee Company in lieu thereof in accordance with terms hereof. In the event such notice has not been received by the Transferee Company in respect of any of the members, the New Equity Shares of the Transferee Company shall be issued to such members in certificate form. Those members exercising the option to receive the shares in dematerialised 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. It is only thereupon that the Transferee Company shall issue and directly credit the depository account of such member with the New Equity Shares of the Transferee Company. Notwithstanding anything to the contrary in this Scheme, upon the New Equity Shares in the Transferee Company being issued and allotted by it to the members of the Transferor Company, the share certificates in relation to the Equity Shares held by them in the Transferor Company shall stand cancelled.

11.3 No fractional shares shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the members of the Transferor Company may be entitled on issue and allotment of the New Equity Shares of the Transferee Company. The Board of Directors of the Transferee Company or a committee thereof shall consolidate all such fractional entitlements, and issue and allot New Equity Shares in lieu thereof to a Director and/or Officer(s) of the Transferee Company on the express understanding that such Director and/or Officer(s) to whom such New Equity Shares are allotted shall sell the same in the market and pay to the Transferee Company the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds to the members of the Transferor Company in proportion to their fractional entitlements.

11.4 The New Equity Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of the Transferor Company, shall rank pari passu in all respects with the Equity Shares of the Transferee Company. Such new Equity Shares shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Equity Shares of the Transferee Company are listed and/or admitted to trading.

11.5 Consequent upon the amalgamation and on the Scheme becoming effective, the Authorised Share Capital of the Transferee Company shall stand merged into and combined with the Authorised Share Capital of the Transferor Company. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation shall be a sum of Rs. 125,00,00,000/- divided into 11,50,00,000 Equity Shares of Rs. 10/- each and 10,00,000 Redeemable Preference Shares of Rs. 100/- each. It is clarified that Clause V of the Memorandum of Association and Article 5(1) of the Articles of Association of the Transferee Company shall also stand altered accordingly, without any further act of deed, upon this Scheme becoming effective and without payment of any registration or filing fee on such combined Authorised Share Capital under Section 611 of the Act, the Transferor Company and the Transferee Company having already paid such fees thereon.

12. ACCOUNTING:

12.1 On and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, the reserves of the Transferor Company shall be merged with the corresponding reserves of the Transferee Company.

12.2 All assets and liabilities, including reserves, of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of account of the Transferee Company at the book value as recorded in the Transferor Company's books of account.

12.3 The difference between the Share Capital of the Transferor Company and the amount recorded as additional share capital issued by the transferee Company on amalgamation shall, subject to other provisions contained herein, be reflected in the General Reserves of the Transferee Company and such Reserves shall be available for distribution by the Transferee Company.

12.4 The balance in Profit and Loss Account of the Transferor Company shall be first adjusted against the Share Premium Account of the Transferor Company and the amount remaining in such Profit and Loss Account as also the amount standing in the Miscellaneous Expenditure Account of the Transferor Company shall be adjusted against General Reserves as per clause 12.3 above.

12.5 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be qualified and adjusted in the General Reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

13. APPLICATIONS:

The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make necessary applications to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up or liquidation and apply for and obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras shall be construed as references to the National Company Law Tribunal as the context may require.

14. APPROVALS AND MODIFICATIONS:

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

14.1 to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court of at Calcutta and the Hon'ble High Court of Judicature at Madras and/or any authorities under law may deem fit to approve or direct or as may be deemed expedient or necessary; and

14.2 to settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing the The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

15. SCHEME CONDITIONAL UPON:

The Scheme is conditional upon and subject to:

15.1 Approval of the Scheme by the requisite majority of the members of the Transferor Company and the Transferee Company;

15.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras;

15.3 Such other sanctions and approvals including sanctions of any governmental or regulatory authority, as may be required by law in respect of the Scheme being obtained; and

15.4 The certified copies of the Orders of the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras referred to in Clause 15.2 above being filed with the Registrar of Companies.

Accordingly, the Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the last of the dates on which all the orders, sanctions, approvals, consents, conditions, matters or filings referred to above have been obtained or filed.

16. COSTS, CHARGES AND EXPENSES:

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

17. RESIDUAL PROVISIONS:

17.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

17.2 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person.

17.3 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. Pradip (Pinto) Khaitan, Advocate of 1B, Old Post Office Street, Kolkata 700 001 whose decision shall be final and binding on all concerned.

Witness, The Hon'ble Thiru. Ajit Prakash Shah, Chief Justice of Madras High Court, aforesaid this the 10th day of November, 2006.

Sd/- V.N.Sundar,
Deputy Registrar (O.S.)

Certified to be true copy
dated this the 5th day of December 2006.

(1)

Company Petition No. 220 of 2006

Connected With Company Application No. 269 of 2006

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

President of the Union of India
In the Matter of : The Companies Act, 1956;

And

In the Matter of : An application under Sections 391(2)
and 394 of the said Act.

The Honourable Mr. Justice
Tapan Kumar Dutt

And

In the Matter of : Indus Hotels Corporation Limited,
a Company incorporated under the provisions of the
Companies Act, 1956, having its registered office at
4, Mangoe Lane, Kolkata 700 001, within the aforesaid
jurisdiction.

... Petitioner

The above petition coming on for hearing on this day upon reading the said petition the order dated third day of May in the year two thousand and six, hereby the meeting of the equity shareholders of the abovenamed petitioner company Indus Hotels Corporation Limited (hereinafter referred to as the said transferor company) was ordered to dispense with for the purpose of considering, and if thought fit, approving with or without modification the proposed scheme of amalgamation of the said transferor company with the EIH Associated Hotels Limited (hereinafter referred to as the said transferee company) and annexed to the affidavit of Avijit Majumdar filed on the twentyfifth day of April in the year two thousand and six And upon reading on the part of the petitioner company an affidavit of Swapan Kumar Roy filed on the twentyfourth day of July in the year two thousand and six and the exhibits therein referred to and upon reading the order made herein and dated twentyfirst day of June in the year two thousand and six And upon hearing Mr. R. Banerjee (Mr. Aniket Agarwal appearing with him) Advocate for the petitioner company and Mr. R.N. Bandopadhyay, Advocate for the Central Government and it appearing that all the shareholders of the said transferor company have given their consent in writing the proposed scheme of amalgamation And in view of no objection granted by the Central Government by their letter bearing No. RD/T/13791/391(2)/394/L/06 dated fifteenth day of September in the year two thousand six subject to deletion of Clause 11.5 and 12.5 of Part - II of the Scheme of Amalgamation and also comply with clause 3 of the said letter of the Central Government dated fifteenth day of September in the year two thousand and six and it further appears that the said transferee company being situated at Chennai so the necessary steps and proceedings under section 391 to 394 of the Companies Act, 1956 in respect of the said scheme are also being taken by the said transferee company in the Hon'ble High Court of Judicature at Madras.

This Court doth hereby sanction the proposed Scheme of Amalgamation set forth in Annexure 'A' of the petition herein and specified in the Schedule 'A' hereto subject to modification that clause 11.5 and 12.5 of Part-II of the said Scheme shall stand deleted and also comply with clause 3 of the said letter of the Central Government dated fifteenth day of September in the year two thousand and six as stated in paragraph 10 of the order hereunder written and doth hereby declare the same to be binding with effect from first day of April in the year two thousand and five (hereinafter referred to as the said Appointed Date) on the said Transferee Company and the said transferor company and their shareholders and all concerned.

This Court doth order :

1. That all the property, rights and powers of the said Transferor company including those specified in the first, second and third parts of the Schedule 'B' hereto but excluding those specified in clause 4.2 of Part-II of the Scheme be transferred from the said Appointed Date and vest without further act or deed in the said Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and vest in the said Transferee Company for all the estate and interest of the said Transferor Company therein but subject nevertheless to all charges now effecting the same as provided in the Scheme; and
2. That all the debts, liabilities, duties and obligations of the said transferor company be transferred from the said Appointed Date without further act or deed to the said Transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligations of the said Transferee Company; and
3. That all proceedings and/or suits and/or appeals now pending by or against the said Transferor Company be continued by or against the said Transferee Company; and
4. That leave be and the same is hereby granted to the said petitioner company to file the Schedule of Assets of the said Transferor Company within a period of three weeks from the date of the order to be made herein; and
5. That the said petitioner company do within a period of thirty days from the date of obtaining the certified copy of this order cause the same to be delivered to the Registrar of Companies, West Bengal for registration; and
6. That the Official Liquidator of this Court do file a report under Second Proviso to Section 394(1) of the Companies Act, 1956 in respect of the said Transferor Company within a period of six weeks from the date of this order to be made herein; and
7. That the said Official Liquidator do forthwith serve a copy of the said report to be filed by him upon Khaitan & Co. the Advocates on Record for the said petitioner company after filing the same with this Court; and
8. That leave be and the same is hereby granted to the said transferor company to apply for its dissolution without winding up after filing the said report by the said Official Liquidator; and
9. That any person interested shall be at liberty to apply to this Hon'ble Court in the above matter for such directions as may be necessary; and
10. That the petitioner company do submit detailed calculation in support of the valuation report to enable the Central Government to ascertain the resonableness of the ratio of exchange, proposed in the said Scheme of Amalgamation; and
11. That the petitioner company, shall take all necessary steps to obtain all requisite approvals, clearance and no objection if any, that might be necessary in law; and
12. That this Court doth not think fit to make any order as to the costs save and except the petitioner company do pay to the Central Government its costs of and incidental to this application assessed at two hundred Gold Mohurs; and
13. That the letter of the Central Government bearing No. RD/T/13791/391(2)/394/L/06 dated fifteenth day of September in the year two thousand and six shall be filed as of records herein; and

(3)

14. That the Company Petition No. 220 of 2006 be and the same is hereby disposed of accordingly;
and

15. That all parties concerned do act on a xerox copy of this order duly signed by an officer of this Court being served on them.

Witness Mr. Vikas Shridhar Sirpurkar Chief Justice at Calcutta aforesaid the twentysixth day of September in the year two thousand and six.

Khaitan & Co. Advocates

R.N. Bandhopadhyay Advocate for the Central Governments

For Registrar
Schedule 'A'

(4)

Schedule 'A' Above Referred to
Scheme of Amalgamation
(UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956)

of

Indus Hotels Corporation Limited

With

EIH Associated Hotels Limited

PART - I

(Preliminary)

1. DEFINITIONS :

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings :

- i **“Act”** means the Companies Act, 1956 or any amendment, modification or re-enactment thereof from time to time.
- ii **“Appointed Date”** means the 1st day of April, 2005.
- iii **“Transferor Company”** means Indus Hotels Corporation Limited, a Company incorporated under the provisions of the Act and having its registered office at 4, Mangoe Lane, Kolkata 7000 001 in the State of West Bengal.
- iv. **“Transferee Company”** means EIH Associated Hotels Limited, a Company incorporated under the provisions of the Act and having its registered office at 1/24, G.S.T. Road, Meenambakkam, Chennai 600 027 in the State of Tamil Nadu.
- v **“Undertaking of the Transferor Company”** means and includes :
 - (a) All the properties, assets, rights and powers of the Transferor Company; and
 - (b) all the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause the said Undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, movable or immovable, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including land, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all licenses, trade marks, patents, copyrights, liberties, easements and advantages, import entitlements and other quotas, including the benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits, exemptions and approvals of whatsoever nature if any, held, applied for or as may be obtained hereafter by the Transferor Company or to which the Transferor Company is entitled together with the benefit

of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

vi. **“Effective Date”** means the last of the dates on which all the orders, sanctions, approvals, consents, conditions, matters or filings referred to in Clause 15 hereof have been obtained or filed.

vii. **“Scheme”** means this Scheme of Amalgamation in its present form or with any modification(s) approved or directed by the Hon’ble High Court at Calcutta and the Hon’ble High Court of Judicature at Madras.

viii. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. SHARE CAPITAL :

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of approval of the Scheme by the Board of Directors of the said Companies i.e., January 30, 2006 is as under :

a. Transferor Company

<u>AUTHORISED SHARE CAPITAL</u>	(Rs.)
10,00,00,000 Equity Shares of Rs. 10/- each	100,00,00,000/-
<u>ISSUED SUBSCRIBED & PAID-UP SHARE CAPITAL :</u>	
8,17,80,000 Equity Shares of Rs. 10/- each fully paid up	81,78,00,000/-

b. Transferee Company

<u>AUTHORISED SHARE CAPITAL :</u>	
1,50,00,000 Equity Shares of Rs. 10/- each	15,00,00,000/-
10,00,000 Redeemable Preference Shares of Rs. 100/- each	10,00,00,000/-
	<u>25,00,00,000/-</u>
<u>ISSUED, SUBSCRIBED & PAID-UP SHARE CAPITAL :</u>	
1,05,00,000 Equity Shares of Rs. 10/- each fully paid up	10,50,00,000/-

3. OBJECTS AND REASONS :

i. The Transferor Company and the Transferee Company are part of the same group of hotel Companies. The Transferor Company has three hotels in Agra, Jaipur and Udaipur which are operated under the ‘Trident Hilton’ brand of hotels. Further, the wholly owned subsidiary of the Transferor company, namely Island Hotels Maharaj Limited, has one hotel in Cochin which is also operated under the said brand. The Transferee Company has two hotels, being the ‘Trident Hilton’ at Chennai and ‘The Oberoi Rajvilas, at Jaipur. The Transferee Company does not have any other hotel at present. The Transferee Company is a listed Company whereas the Transferor Company is an unlisted Company. The travel and tourism industry in general and the hotel business of the Transferor Company and the Transferee Company in particular are on a sound footing. The Transferor Company and the Transferee Company have been looking at suitable proposals for consolidation and restructuring of their business on appropriate lines for better realisation of the potential and opportunity existing in such business. The business of the Transferor Company constituted in its ownership

of and interest in 'Trident Hilton' hotels as above can be combined with the similar business of the Transferee Company appropriately.

ii. For optimum growth and development of the business of the Transferor company and the Transferee Company and better and more economic running, control and management of the said business and undertaking of the Transferor Company and the Transferee Company, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated herein.

iii. The amalgamation will enable the combined business and activities of the Transferor Company and the Transferee Company to be carried on more conveniently and advantageously with pooling and more efficient utilisation of their resources, reduction in overheads and other expenses and improvement in various other operating parameters. The amalgamation will result in the formation of a larger and stronger concern having greater capacity for raising funds and conducting its operations more efficiently and competitively. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

PART-II (The Scheme)

4. TRANSFER OF UNDERTAKING:

4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vest in the Transferee Company, as a going concern without any further act, deed, matter or thing (save as provided in Clause 4.2 below) so as to become on and from the Appointed Date, the undertaking of the Transferee Company.

4.2 It is expressly provided that in respect of such of the said assets as are movable in nature or otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.

4.3 All debts, liabilities, duties and obligations of the Transferor Company shall also be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.

4.4 The transfer and vesting of the undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, mortgages and/or encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/or encumbrances shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and/or encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the

charges, mortgages, and/or encumbrances in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.

4.5 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations and no-objection certificates obtained by the Transferor Company for its operations and/or to which the Transferor Company is entitled to in terms of the various statutes and/or Schemes of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authority concerned therewith in favour of the Transferee Company since the undertaking of the Transferor Company will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objection certificates and to carry on and continue the operations of the undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc to which the Transferor Company is entitled to in terms of the various Statutes and/or Schemes of Union and State Governments shall be available to and vest in the Transferee Company upon this Scheme becoming effective.

5. LEGAL PROCEEDINGS :

Suits, actions and proceedings of whatsoever nature, if any, (hereinafter called "the Proceedings") pending on the Effective Date, by or against the Transferor Company, shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have been continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. CONTRACTS AND DEEDS :

6.1 All contracts, deeds, bonds, agreements, arrangements, licences, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

6.2 The Transferee Company shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 6 and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to join in such deeds, writings or confirmations instead of the Transferor Company.

7. SAVING OF CONCLUDED TRANSACTIONS :

The transfer of the Undertaking of the Transferor Company under Clause 4 above, the continuance of the proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or the proceedings already concluded by the Transferor Company on or before the Effective Date and shall be deemed to have been done and executed on behalf of the Transferee Company.

8. EMPLOYEES :

On and from the Effective Date :

8.1 All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance in service.

8.2 The Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

8.3 The services of the employees of the Transferor Company will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the Rules or Bye-laws of the said Funds.

9. DISSOLUTION OF THE TRANSFEROR COMPANY :

The Transferor Company shall be dissolved without winding up in accordance with the provisions of Section 394 of the Act.

10. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY:

With effect from the Appointed Date and up to the Effective Date :

10.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.

10.2 The Transferor Company shall carry on its business and activities with due diligence and business prudence and shall not, without the prior written consent of the Transferee Company, charge, mortgage, encumber or otherwise deal with or alienate its assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of its business, and except as already committed or planned as on the date of approval of the Scheme by the Board of Directors of the Transferor Company and the Transferee Company.

10.3 All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

11. ISSUE OF SHARES :

11.1 Upon the Scheme coming into effect, and without any further application, act or deed :

11.1.1 The Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of the Transferor Company whose names appear in the Register of Members of the Transferor Company on such date (hereinafter referred to as the "**Record Date**"), as the Board of Directors of the Transferee Company or a committee thereof will determine, Equity Shares of Rs. 10/- each in the Transferee Company credited as fully paid-up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the

“**New Equity Shares**”) in the following ratio :

1(One) New Equity Share of Rs. 10/- each in the Transferee Company credited as fully paid-up for every 9 (Nine) Equity Shares of Rs. 10/- each, fully paid-up held in the Transferor Company.

11.2 The members of the Transferor Company entitled to new Equity Shares of the Transferee Company shall have the option, exercisable by notice in writing, by them to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof, to receive, either in certificate form or in dematerialised form, such New Equity Shares of the Transferee Company in lieu thereof in accordance with terms hereof. In the event of such notice has not been received by the Transferee Company in respect of any of the members, the New Equity Shares of the Transferee Company shall be issued to such members in certificate form. Those members exercising the option to receive the shares in dematerialised 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. It is only thereupon that the Transferee Company shall issue and directly credit the depository account of such member with the New Equity Shares of the Transferee Company. Notwithstanding anything to the contrary in this Scheme, upon the New Equity Shares in the Transferee Company being issued and allotted by it to the members of the Transferor Company, the share certificates in relation to the Equity Shares held by them in the Transferor Company shall stand cancelled.

11.3 No fractional shares shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the members of the Transferor Company may be entitled on issue and allotment of the New Equity Shares of the Transferee Company. The Board of Directors of the Transferee Company or a committee thereof shall consolidate all such fractional entitlements, and issue and allot New Equity Shares in lieu thereof to a Director and/or Officer(s) of the Transferee Company on the express understanding that such Director and/or Officer(s) to whom such New Equity Shares are allotted shall sell the same in the market and pay to the Transferee Company the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds to the members of the Transferor Company in proportion to their fractional entitlements.

11.4 The New Equity Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of the Transferor Company, shall rank pari passu in all respects with the Equity Shares of the Transferee Company. Such new Equity Shares shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Equity Shares of the Transferee Company are listed and/or admitted to trading.

12. ACCOUNTING:

12.1 On and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, the reserves of the Transferor Company shall be merged with the corresponding reserves of the Transferee Company.

12.2 All assets and liabilities, including reserves, of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of account of the Transferee Company at the book value as recorded in the Transferor Company books of account.

12.3 The difference between the Share Capital of the Transferor Company and the amount recorded as additional share capital issued by the Transferee Company on Amalgamation shall, subject to other provisions contained herein, be reflected in the General Reserves of the Transferee Company and such Reserves shall be available for distribution by the Transferee Company.

12.4 The balance in Profit and Loss Account of the Transferor Company shall be first adjusted against the Share Premium Account of the Transferor Company and the amount remaining in such Profit and Loss Account as also the amount standing in the Miscellaneous Expenditure Account of the Transferor Company shall be adjusted against General Reserves as per clause 12.3 above.

13. APPLICATIONS:

The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make necessary applications to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up or liquidation and apply for and obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras shall be construed as references to the National Company Law Tribunal as the context may require.

14. APPROVALS AND MODIFICATIONS:

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

14.1 to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras and/or any authorities under law may deem fit to approve or direct or as may be deemed expedient or necessary; and

14.2 to settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

15. SCHEME CONDITIONAL UPON:

The Scheme is conditional upon and subject to:

15.1 Approval of the Scheme by the requisite majority of the members of the Transferor Company and the Transferee Company;

15.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras;

15.3 Such other sanctions and approvals including sanctions of any governmental or regulatory authority, as may be required by law in respect of the Scheme being obtained; and

15.4 The certified copies of the Orders of the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras referred to in Clause 15.2 above being filed with the Registrar of Companies.

Accordingly, the Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the last of the dates on which all the orders, sanctions, approvals, consents, conditions, matters or filings referred to above have been obtained or filed.

16. COSTS, CHARGES AND EXPENSES:

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

17. RESIDUAL PROVISIONS:

17.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

17.2 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person.

17.3 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. Pradip (Pinto) Khaitan, Advocate of 1B, Old Post Office Street, Kolkata 700 001 whose decision shall be final and binding on all concerned.

Sd/-

For Registrar

Schedule 'B' above referred to

Schedule of Assets of

Indus Hotels Corporation Limited ('IHCL') to be transferred to EIH Associated Hotel's Limited ('EIHAL') as on April 1, 2005.

PART - I

(Short Description of Freehold Property of IHCL)

1. Flat nos. 102, 103, 104, 106 and 108 on ground floor and flat nos. 201 and 308 on first floor of building known as 'Akshat Apartment' situated at D-235, Behari Marg, Near Collectorate, Boni Park, Jaipur and having a total built up area of 9,504 square feet approximately.
2. Flat no. 205 an 2nd floor of building known as 'Kamal Apartment', situated at 6-C, Sawai Jai Singh Highway, Bani Park, Jaipur and having a built up area of 1,817.50 square feet approximately.
3. Flat nos 5 and 6 ground floor, flat nos. 101, 102, 103, 104, 105 and 106 on first floor and flat nos. 203, 204, 205 and 206 of second floor of building known and 'Sagar Darshan Apartment' situated at Devli, Udaipur and having total built up area of 15,690 square feet approximately.

PART - II

(Short Description of leasehold Property of IHCL)

1. All that piece and parcel of land and measuring 23,877 square metres situated in the 'Jai Nagari Development Scheme' of the Agra Development Authority in Revenue Villages Basai Jora and Rajpur in the City of Agra taken on sub-lease by deed dated May 10, 1994.
2. All that piece and parcel of land of khata no. 20 - bearing khasra nos. 102 to 105 and 111 to 115 and measuring 5 bighas and 15 bighas situated at Amer Road, appropriate to Jal Nadal on Village Nehargarh, Jehril Jaipur in the City of Jaipur and also a piece of land leasing Khasra no. 288/1 and measuring 1 bigha and 5 bighas in Village Chainpura, Jehsil Bassi Taken on Lease by deed dated February 3, 1993.
3. All that piece and parcel of land and measuring 27.9 acres being part of land constituted in Khasra no. 148 situated in Haridas ji Ki Magri, Jehril Girwa, District Udaipur in the State of Rajasthan taken on sub-lease by deed dated March 21, 1996.
4. All buildings, shads and other constructions and/or structures on the aforesaid lands and all other leasehold property of IHCL.

PART - III

(Short description of the stocks, shares, debentures and other choses in action of IHCL)

Movables are transferable to EIHAI as per closure 4.2 of Part II of the Scheme.

Sd/-

For Registrar
12.12.2006

Company Petition no. 248 of 2006

Connected with

Company Application no. 268 of 2006

In the High Court at Calcutta

Original Jurisdiction

In the Matter of :

The Companies Act, 1956.

And

In the Matter of :

An application under Sections 391 (2) and
394 of the said Act.

And

In the Matter of :

EIH Limited, an existing Company within the meaning
of the Companies Act, 1956, having its Registered
Office at 4, Mangoe Lane, Kolkata 700 001, within the
aforesaid jurisdiction.

... Petitioner

(1)

Company Petition No. 248 of 2006

Company Application No. 268 of 2006

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

President of the Union of India

In the matter of :

The Companies Act, 1956.

AND

In the matter of :

An application under Sections 391(2) and

394 of the said Act.

The Honourable Mr. Justice
Sanjib Banerjee

AND

In the matter of :

EIH Limited, an existing Company within the
meaning of the Companies Act, 1956, having its

Registered Office at 4, Mangoe Lane, Kolkata 700

001, within the aforesaid jurisdiction.

... Petitioner

The above petition coming on for hearing on this day upon reading the said petition the order dated third day of May in the year two thousand and six whereby the abovenamed petitioner Company EIH Limited (hereinafter referred to as the said "EIH") was ordered to convene a meeting of the equity shareholders of the said 'EIH' for the purpose of considering, and if thought fit, approving with or without modification the proposed Scheme of Arrangement between the said EIH and the said EIH Associated Hotels Limited (hereinafter referred to as the said "EIHAL") and their respective shareholders and annexed to the affidavit of Gautam Ganguli filed on twenty fifth day of April in the year two thousand and six. "The Telegraph" and the "Pratidin" both dated sixteenth day of May in the year two thousand and six each containing the advertisement of the said notices convening the said meeting directed to be held by the said order dated third day of May in the year two thousand and six, the affidavit of Gautam Ganguli filed on the fifth day of June in the year two thousand and six showing the publication and despatch of the said notices convening the said meeting, the report of the chairperson of the said meeting dated twenty second day of June in the year two thousand and six as to the result of the said meeting and upon reading on the part of the petitioner Company an affidavit of Swapan Kumar Roy filed on the twenty fourth day of July in the year two thousand and six and the exhibits therein referred to and upon reading the order made herein and dated twenty eight day of June in the year two thousand and six. And upon hearing Mr. S.N. Mookherjee, Senior Advocate, Mr. R. Banerji, Advocate (Mr. Aniket Agarwal appearing with him), for the petitioner Company and Mr. Reetobroto Mitra, Advocate for the Central Government and it appearing from the report of the chairperson that the proposed Scheme of Arrangement has been approved by the requisite majority of the equity share holders of the 'EIH'

in accordance with law and the Hon'ble High Court at Madras has sanctioned the scheme on tenth day of November in the year two thousand and six and upon the submission made by the Central Government by way of an affidavit of U.C. Nahta affirmed on fourth day of December in the year of two thousand and six and filed on twelfth day of December in the year of two thousand and six that the details of the assets and liabilities and the values thereof has been furnished by the petitioner Company along with a letter dated twenty seventh day of November in the year two thousand and six.

This court doth hereby sanction the proposed scheme of arrangement set forth in Annexure-A of the petition herein and specified in the Schedule A hereto and doth hereby declare the same to be binding with effect from first day of April in the year two thousand and six (herein referred to as the said Appointed Date) on the said 'EIH' and the said 'EIHAL' and their shareholders and all concerned.

This Court doth order:

1. That all the property, rights and powers of the said 'EIH' relating to the "Specified Hotels" including those specified in the 1st, 2nd and 3rd parts of the Schedule -'B' hereto but excluding those specified in clause 4.2 of Part-II of the scheme be transferred from the said Appointed Date and vest without further Act or deed in the said "EIHAL" and accordingly the same shall pursuant to Section-394(2) of the Companies Act, 1956 be transferred to and vest in the said "EIHAL" for all the estate and interest of the said "EIH" in respect of "Specified Hotels" but subject nevertheless to all charges now affecting the same as provided in the scheme; and
2. That all the debts, liabilities, duties and obligations of the said EIH in relation to the "Specified Hotels" be transferred from the Appointed Date without further act or deed to the said "EIHAL" and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligations of the said "EIHAL" and
3. That all proceedings and/or suits and/or appeals now pending by or against the said "EIH" in respect of the "Specified Hotels" be continued by or against the said "EIHAL" and
4. That leave be and the same is hereby granted to the said petitioner Company to file the "Schedule of Assets" of the said EIH in respect of "Specified Hotels" within a period of three weeks from the date of this order made herein; and
5. That the said "EIH" do within a period of thirty days from the date of obtaining the certified copy of this order cause the same to be delivered to the Registrar of Companies, West Bengal, for registration; and
6. That any person interested shall be at liberty of apply to this Hon'ble High Court in the above matter for such directions as may be necessary; and
7. That upon receiving computerized print of the said 'Scheme' and the "Schedule of Assets" the department shall attach the same to the original hand written order dated twelfth day of December in the year two thousand and six instead of writing by pen.

Witness Mr. Vikas Shridhar Sirpurkar, Chief Justice at Calcutta aforesaid the twelfth day of December in the year two thousand and six.

Khaitan & Co.
Advocate for the petitioner Company

R. N. Bandopadhyay

Advocate for the
Central Government

Sd/-
FOR Registrar
20.12.2006

(3)

Schedule "A" above referred to

SCHEME OF ARRANGEMENT

BETWEEN

EIH LIMITED

AND

EIH ASSOCIATED HOTELS LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

FOR

**RECONSTRUCTION OF EIH LIMITED AND EIH ASSOCIATED HOTELS LIMITED
BY TRANSFER OF TWO HOTELS OF EIH LIMITED AT BHUBANESWAR AND
SHIMLA TO EIH ASSOCIATED HOTELS LIMITED**

PART - I

(Preliminary)

1. Definitions :

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

- (a) **"Act"** means the Companies Act, 1956 or any statutory modification or re-enactment thereof.
- (b) **"Appointed Date"** means the 1st day of April, 2006.
- (c) **"EIH"** means EIH Limited, an existing Company within the meaning of the Act and having its registered office at 4, Mangoe Lane, Kolkata 700 001 in the State of West Bengal.
- (d) **"EIHAL"** means EIH Associated Hotels Limited, a Company incorporated under the provisions of the Act and having its registered office 1/24, G.S.T. Road, Meenambakkam, Chennai 600 027, in the State of Tamil Nadu.
- (e) **"Specified Hotels"** means (i) the hotel of EIH at Bhubaneswar, known as 'Trident Hilton' and (ii) the hotel of EIH at Shimla, known as 'The Oberoi Cecil' and shall mean and include all assets, liabilities, rights and powers of EIH comprised in and/or pertaining to the Specified Hotels, including:
 - i. all properties and assets, movable and immovable, freehold and leasehold, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, as on the Appointed Date relating to the Specified Hotels, including all lands, buildings, flats, other commercial and residential properties, machinery, electrical installations, vehicles, equipment, furniture, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of EIH in relation to the Specified Hotels,

leases and agency of EIH pertaining to the Specified Hotels, and all other interests or rights in or arising out of or relating to the Specified Hotels together with all respective powers, interests, charges, privileges, benefits, entitlement, industrial and other licenses, registrations, quotas, liberties, easements and advantages, appertaining to the Specified Hotels and/or to which EIH is entitled to in respect of the Specified Hotels of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records relating to the Specified Hotels;

ii. all debts, liabilities, duties and obligations of EIH in relation to the Specified Hotels, including liabilities on account of secured and unsecured loans, sundry creditors, sales-tax, excise, bonus, gratuity and other taxation and contingent liabilities of EIH pertaining to the Specified Hotels; and

iii. all permanent employees of EIH engaged in or in relation with the Specified Hotels.

(f) **“Effective Date”** means the last of the dates on which all the orders, sanctions, approvals, consents, conditions, matters or filings referred to in Clause 13 of Part - II hereof have been obtained or filed.

(g) **“Scheme”** means this Scheme of Arrangement under Sections 391 to 394 of the Act in the present form or with such modifications as sanctioned by the Hon’ble High Court at Calcutta and the Hon’ble High Court of Judicature at Madras.

2. Share Capital :

The Authorised, Issued, Subscribed and Paid-up Share Capital of EIH and EIHAL as on the date of approval of this Scheme by the Board of Directors of EIH and EIHAL i.e., January 30, 2006, is as under:

i. EIH

<u>Authorised Share Capital :</u>	(Rs.)
10,00,00,000 Equity Shares of Rs. 10/- each	100,00,00,000/-
2,00,00,000 Cumulative Redeemable Preference Shares of Rs. 100/- each	200,00,00,000/-
	<u>300,00,00,000/-</u>
<u>Issued Subscribed and Paid up Share Capital :</u>	
5,23,93,863 Equity Shares of Rs. 10/- each fully paid up	52,39,38,630/-

ii. EIHAL

<u>Authorised Share Capital :</u>	(Rs.)
1,50,00,000 Equity Shares of Rs. 10/- each	15,00,00,000/-
10,00,000 Redeemable Preference Shares of Rs. 100/- each	10,00,00,000/-
	<u>25,00,00,000/-</u>
<u>Issued Subscribed and Paid up Share Capital :</u>	
1,05,00,000 Equity Shares of Rs. 10/- each fully paid up	10,50,00,000/-

3. Objects and Reasons :

i. EIH and EIHAL are both part of the same group of hotel companies. EIH is a multi hotel Company running and operating several hotels in India and abroad. EIHAL has two hotels, being the 'Trident Hilton' at Chennai and 'The Oberoi Rajvilas' at Jaipur. The Transferee Company does not have any other hotel at present. The Travel and Tourism Industry in general and the hotel business of EIH and EIHAL in particular are on a sound footing. EIH and EIHAL have been looking at suitable proposals for consolidation and restructuring of their business on appropriate lines for better realisation of the potential and opportunity existing in such business. Amalgamation of another hotel company of the group, namely Indus Hotels Corporation Limited ("Indus"), having three hotels in Agra, Jaipur and Udaipur which are operated under the 'Trident Hilton' brand, has been proposed with EIHAL. Further, the wholly owned subsidiary of Indus, namely Island Hotels Maharaj Limited, has one hotel in Cochin which is also operated under the said brand. Consequent upon amalgamation of Indus with EIHAL, all four hotels of Indus and its subsidiary will come under the fold of EIHAL. The nature and size of the Specified Hotels and considerations and financials applicable to operation of the same are similar to the 'Trident Hilton' hotels owned and proposed to be acquired by EIHAL as above.

ii. In furtherance of the consolidation and restructuring initiative and for optimum running, growth and development of the business of EIH and EIHAL it is considered desirable and expedient to reorganise and reconstruct EIH and EIHAL by transferring the Specified Hotels of EIH to EIHAL on the terms and conditions and in the manner provided in this Scheme of Arrangement. The business of EIH and EIHAL will be run, controlled and managed more conveniently and advantageously pursuant to the reconstruction and consequent slump exchange of Specified Hotels for shares and debentures, credited as fully paid up in EIHAL as provided herein. The Scheme will have beneficial results for the said companies, their shareholders and all concerned and is proposed to their advantage.

PART-II

(The Scheme)

4. Transfer of Undertaking :

4.1 With effect from the Appointed Date, the Specified Hotels shall be transferred from EIH to EIHAL as a going concern for all the estate and interest of EIH therein in accordance with and subject to the modalities for transfer and vesting stipulated herein.

4.2 In respect of such of the assets of the Specified Hotels as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so transferred by EIH, without requiring any deed or instrument of conveyance for the same and shall become the property of EIHAL accordingly and as an integral part of the Specified Hotels transferred to EIHAL.

4.3 In respect of such of the assets belonging to the Specified Hotels other than those referred to in Clause 4.2 above, the same shall be transferred to and vested in and/or be deemed to be transferred to and vested in EIHAL pursuant to the provisions of Section 394 of the Act.

4.4 All debts, liabilities, duties and obligations of EIH relating to the Specified Hotels as on the close of business on the immediately preceding the Appointed Date and all other debts, liabilities duties and obligations of EIH relating to the Specified Hotels, which may accrue or arise from the Appointed Date but which relate to the period upto the day immediately preceding the Appointed Date, shall also be transferred to EIHAL, without any further act or deed, pursuant to the provisions of Section 394(2) of the Act, so as to become the debts, liabilities, duties and obligations of EIHAL.

4.5 The transfer and vesting of the Specified Hotels of EIH, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over the assets or any part thereof, provided however that such charges, mortgages and/or encumbrances shall be confined only to the assets of EIH or part thereof on or over which they are subsisting on transfer to and vesting of such assets in EIHAL and no such charges, mortgages, and/or encumbrances shall extend over or apply to any other asset(s) of EIHAL. Any reference in any security documents or arrangements (to which EIH is a party) to any assets of EIH shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of EIHAL. Similarly, EIHAL shall not be required to create any additional security over assets of Specified Hotels of EIH acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already available/to be availed by it and the charges, mortgages, and/or encumbrances in respect of such indebtedness of EIHAL shall not extend or be deemed to extend or apply to the assets so acquired by EIHAL.

4.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations and no-objection certificates obtained by EIH for the operations of the Specified Hotels and/or to which EIH is entitled to in relation to the Specified Hotels in terms of the various Statutes and/or Schemes of Union and State Governments, shall be available to and vest in EIHAL, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of EIHAL. Since the Specified Hotels will be transferred to and vested in EIHAL as a going concern without any break or interruption in the operations thereof, EIHAL shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objection certificates and to carry on and continue the operations of the Specified Hotels on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (Including Modvat/Cenvat), Sales Tax etc to which EIH is entitled to in relation to the Specified Hotels in terms of the various Statutes and/or Schemes of Union and State Governments shall be available to and vest in EIHAL upon this Scheme becoming effective.

5. Legal Proceedings :

All legal or other proceeding by or against EIH and relating to the Specified Hotels shall be continued and enforced by or against EIHAL only. If proceedings are taken against EIH, EIH will defend on notice or as per advice of EIHAL at the costs of EIHAL and EIHAL will indemnify and keep indemnified EIH from and against all liabilities, obligations, actions, claims and demands in respect thereof.

6. Contracts and Deeds :

Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements and other instruments of whatsoever nature relating to the Specified Hotels to which EIH is a party, subsisting or having effect immediately before the Effective Date, shall remain in full force and effect against or in favour of EIHAL and may be enforced as fully and effectually as if instead of EIH, EIHAL had been a party thereto.

7. Saving of Concluded Transactions :

The transfer and vesting of the properties and liabilities of the Specified Hotels and the continuance of the proceedings by or against EIHAL as per the provisions hereof shall not affect any transaction or proceeding relating to the Specified Hotels already completed by EIH on or before the Effective Date to the end and intent that EIHAL accepts all acts, deeds and things relating to the Specified Hotels done and executed by and/or on behalf of EIH as acts, deeds and things done and executed by and on behalf of EIHAL.

8. Employees :

8.1 EIHAL undertakes to engage on and from the Effective Date all the employees of EIH engaged in the Specified Hotels on the same terms and conditions on which they are engaged by EIH without any interruption of service as a result of the transfer of the Specified Hotels to EIHAL. EIHAL agrees that the services of all such employees with EIH upto the Effective Date shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.

8.2 The accumulated balances, if any, standing to the credit of the employees of the Specified Hotels in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds of which they are Members will be transferred to such Provident Fund, Gratuity Fund, Superannuation Fund and other funds nominated by EIHAL and/or such new Provident Fund, Gratuity Fund, Superannuation Fund and other funds to be established and caused to be recognised by the concerned authorities by EIHAL. Pending the transfer as aforesaid, the dues of the employees of the Specified Hotels relating to the said funds would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds respectively.

9. Business in trust for EIHAL :

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

9.1 EIH undertakes to carry on the business of the Specified Hotels in the ordinary course of business and EIH shall be deemed to have carried on and to be carrying on all business and activities relating to the Specified Hotels for and on account of and in trust for EIHAL;

9.2 all profits accruing to EIH or losses arising or incurred by it and taxes paid in relation to such profits relating to the Specified Hotels for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits or losses and taxes, as the case may be of EIHAL;

9.3 EIH shall be deemed to have held and stood possessed of the properties to be transferred to EIHAL for and on account of and in trust for EIHAL and, accordingly, EIH shall not (without the prior written consent of EIHAL) alienate, charge or otherwise deal with or dispose of the Specified Hotels or any part thereof except in the usual course of business.

10. Issue and allotment of Preference Shares and Debentures by EIHAL :

Upon the Scheme becoming effective, EIHAL shall in consideration for transfer of the Specified Hotels, without further application, issue and allot to EIH : (i) 10,00,000 4% Redeemable Non-Cumulative Preference Shares of Rs. 100/- each in EIHAL, credited as fully paid up and (ii) 68,99,261 6% Unsecured Non-Convertible Debentures of Rs.100/- each in EIHAL, credited as fully paid up. This Scheme will accordingly result in slump exchange between EIH and EIHAL of ownership of Specified Hotels for ownership of such Preference Shares and Debentures. The said Preference Shares and Debentures issued and allotted by EIHAL shall be redeemed within a period of one year from the date of allotment or such earlier date as the Board of EIHAL may decide.

11. Applications :

EIH and EIHAL shall, with all reasonable dispatch, make necessary applications to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras, for sanction and carrying out of the Scheme. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras shall be construed as references to National Company Law Tribunal and/or the appropriate Benches thereof as the context may require. EIH and EIHAL shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme, including issue and allotment of Preference Shares and Debentures.

12. Approvals and Modifications :

EIH and EIHAL (by their respective Board of Directors or Committee thereof or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

12.1 to assent from time to time any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras and/or any authorities under law may deem fit to approve or direct or as may be deemed expedient or necessary; and

12.2 to settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing, EIH and EIHAL (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

13. Scheme Conditional Upon :

The Scheme is conditional upon and subject to:

13.1 approval of the Scheme by the requisite majority of the members of EIH and EIHAL;

13.2 sanction of the Scheme by the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras under Sections 391 and 394 and other applicable provisions of the Act.

13.3 such other sanctions and approvals including sanctions of any governmental or regulatory authority, as may be required by law in respect of the Scheme being obtained; and

13.4 the certified copies of the Orders of the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature at Madras sanctioning the Scheme being filed with the respective Registrar of Companies.

Accordingly, the Scheme although operative from the Appointed Date, shall become effective on the Effective Date, being the last of the dates on which all the orders, sanctions, approvals, consents, conditions, matters or filings referred to above have been obtained or filed.

14. Remaining Business :

Save and except the Specified Hotels of EIH and as expressly provided in this Scheme of Arrangement, nothing contained in this Scheme of Arrangement shall affect the other business, undertakings, assets and liabilities of EIH which shall continue to belong to and be vested in and be managed by EIH.

15. Costs :

All costs, charges and expenses incurred in carrying out and implementing the terms and provisions of this Scheme and incidentals thereto shall be borne by EIHAL.

16. Residual Provisions :

16.1 Even after this Scheme becomes operative, EIHAL shall be entitled to operate all Bank Accounts relating to Specified Hotels and realise all monies and complete and enforce all pending contracts and transactions in respect of the Specified Hotels in the name of EIH in so far as may be necessary until the transfer of rights and obligations of EIH to EIHAL under this Scheme is formally accepted by the parties concerned.

16.2 The assets and liabilities of the Specified Hotels shall be recorded in the books of account of EIHAL at their respective values at which they appear in the books of account of EIH. The difference between net book value of such assets and liabilities and aggregate face value of Preference Shares and Debentures issued by EIHAL under clause 10 above shall be adjusted against General Reserves in the books of account of EIHAL. In the event and to the extent such reserves are not existent or are inadequate, such adjustment shall be made against other reserves of EIHAL.

16.3 On the approval of the Scheme by the members of EIH and EIHAL pursuant to Section 391 of the Act, it shall be deemed that the said Members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

16.4 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person.

16.5 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme, or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. Pradip (Pinto) Khaitan, Advocate of 1B, Old Post Office Street, Kolkata 700 001 whose decision shall be final and binding on all concerned.

Sd/-
FOR Registrar
20.12.2006

Schedule "B"

Schedule "B" above referred to

SCHEME OF ASSETS

of

Specified Hotels of EIH Limited ("EIH") to be transferred to EIH Associated Hotels Limited ("EIHAL") as on April 1, 2006.

PART - I

(Short Description of Freehold Property of EIH)

1. All those pieces and parcels of land in Simla admeasuring 26,356 square yards being part of hotel premises of EIH presently known as 'The Oberoi Cecil' which premises were formed by merger of five smaller premises, former names and respective land areas whereof were as follows:-

<u>Name</u>	<u>Area in Square Yards</u>
Hotel Cecil and Annan View	13,630
Retreat Estate	106
Carlton Grove Estate	2,848
Annandale	<u>9,772</u>
Total	<u><u>26,356</u></u>

2. All buildings, sheds and other constructions and/or structures on the aforesaid lands of EIH and all other freehold property of EIH relating to the Specified Hotels.

PART - II

(Short Description of Leasehold Property of EIH)

1. All that piece and parcel of land bearing plot no. CB-1, admeasuring 12 acres, situated at Nayapalli in Bhubaneswar and taken on lease by Oberoi Hotels Private Limited from Governor of Orissa by indenture dated April 2, 1981 and assigned to EIH by indenture dated July 5, 1982.

2. All buildings, sheds and other constructions and/or structures on the aforesaid lands, being part of hotel premises of EIH at Bhubaneswar know as 'Trident Hilton' and all other leasehold property of EIH relating to the Specified Hotels.

PART - III

(Short Description of the stocks, shares, debentures and other choses in action of EIH)

Movables are transferable to EIHAL as per clause 4.2 of Part II of the Scheme.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORIGINAL JURISDICTION)

Wednesday, the 6th day of February, 2013

THE HON'BLE MR. JUSTICE V. RAMASUBRAMANIAN

COMP. PETN. Nos. 190 and 191 of 2012

In the matter of the Companies Act, 1956

and

In the matter of Sections 391 to 394 of the Companies Act, 1956

and

In the matter of the Scheme of Amalgamation

of

Island Hotel Maharaj Limited

with

EIH Associated Hotels Limited

C.P. No. 190/2012:

Island Hoel Maharaj Limited
Registered Office
1/24, G.S.T. Road
Chennai-600 027, Tamil Nadu

Rep. by its Authorised Signatory
Manas Datta

..... Petitioner / Transferor Company

This Company Petition praying this Court:-

- a) That the Scheme of Amalgamation between IHML and EIHA with effect from 1st day of April 2011 be sanctioned by this Court so as to be binding on all the shareholders and creditors of the petitioner/Transferor Company and on the Transferor Company.
- b) The petitioner/Transferor Company be dissolved without winding up.

C.P. No. 191/2012:

EIH Associated Hotels Limited
Registered Office
1/24, G.S.T. Road
Chennai-600 027, Tamil Nadu

Rep. by its Authorised Signatory
Indrani Ray

..... Transferee / Petitioner Company

(2)

This Company Petition praying this Court to that the Scheme of Amalgamation between IHML and EIHA with effect from 1st day of April 2011 be sanctioned by this Court so as to be binding on all the shareholders and creditors of the petitioner Company and on the Petitioner Company.

These Company Petitions coming on this day before this Court for hearing in the presence of Mr. Hema Srinivasan, Advocate for the Petitioners in both the Company Petition Nos. 190 and 191/2012 and Mr. M. Gopikrishnan, Additional Central Government Standing Counsel appearing for the Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai, and Mr. Arvind Shukla, Official Liquidator High Court, Madras, appeared in person, and upon reading the order dated 5.7.2012 and made in C.A. No. 490 of 2012 whereby the said company EIH Associated Hotels Limited the petitioner company in C.P. No. 191 of 2012 herein was directed to convene a meeting of the equity shareholders of the above named company for the purpose of considering and if thought fit approving with or without modification of the proposed scheme of Amalgamation and the advertisement having been made in one issue of English Daily, "Business Line", dated 16.7.2012, and another issue of Tamil Daily "Makkal Kural", dated 16.7.2012, each containing the advertisement of the said meeting and the report of the chairman of the said meeting as to the result of the meeting and report as the scheme of Amalgamation had been approved unanimously, and upon reading the Company Petition Nos. 190 and 191/2012, and the affidavit of E. Selvaraj, Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai and the report dated 30.1.2013 filed by the Official Liquidator, High Court, Madras in C.P.No. 190/2012, and the advertisement of the company petitions having been made in one issue of English Daily "Business Line" (Chennai Edition) dated 7.9.2012, and also in one issue of Tamil Daily "Makkal Kural" (Chennai edition) dated 7.9.2012, and this Court having dispensed with the convening, holding and conducting of the meeting of the equity shareholders of the Applicant company, viz., Island Hotel Maharaj Limited by an order dated 5.7.2012 and made in C.A.No. 489 of 2012, and the order of this Court dated 28.8.2012, and made in C.P.No. 190 of 2012, and on perusal of the report of the Official Liquidator, High Court, Madras summarising the report of the Chartered Accountant, to the effect that affairs of the transferor company have not been conducted in a manner prejudicial to the interest of its members to or public interest and they do not come across any act of misfeasance by the Directors attracting the provisions of Sections 542 and 543 of the Companies Act, 1956, and it is further stated that the records maintained in the office of the Registrar of Companies, were also caused to be inspected by the said Chartered Accountant, and in the absence of any inference that the affairs of the transferor company were being conducted in a manner prejudicial to the interest of its members or public interest, and in the absence of any comments that the affairs of the transferor company conducted in a manner prejudicial to its members, the Official Liquidator has filed his report before this Court for orders, and this Court doth hereby sanction the Scheme of Amalgamation annexed hereunder with effect from 1.4.2011 and declare the same to be binding on all the shareholders and creditors of the said companies, and the said companies, THIS COURT DOTH FURTHER ORDER AS FOLLOWS:-

(1) That, the Petitioner Companies herein do file with the Registrar of Companies, Chennai, a certified copy of the order within 30 days from this date.

(2) That, the parties to the Scheme of Amalgamation or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this scheme of Amalgamation annexed hereunder.

(3) That the Transferor Company viz., Island Hotel Maharaj Limited shall be dissolved without being wound up.

(4) That the fee for the counsel for the Ministry of Corporate Affairs be and is hereby fixed at Rs.2500/- (Rupees two thousand and five hundred only) from each company.

SCHEME OF AMALGAMATION
(UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956)

of

Island Hotel Maharaj Limited

with

EIH Associated Hotels Limited

PART - I

This Scheme of Amalgamation provides and is presented for the amalgamation of Island Hotel Maharaj Limited with EIH Associated Hotels Limited pursuant to the provisions of Section 391 to Section 394 and other relevant provisions of the Companies Act, 1956. This Scheme of Amalgamation also provides for various other matters consequential or otherwise integrally connected herewith.

I. INTRODUCTION, DEFINITIONS AND SHARE CAPITAL

1.1 INTRODUCTION

1.1.1 Island Hotel Maharaj Limited

- (i) Island Hotel Maharaj Limited (hereinafter referred to as “**Transferor Company**”) is a company incorporated under the Companies Act, 1956 on 23 March 1972, having its registered office at 1/24 G.S.T. Road, Chennai-600 027. Tamil Nadu having company incorporation number US5101TN1972PLC075041.
- (ii) The Transferor Company is primarily engaged in the business of hotels. Its objects also include carrying on the business of motels, restaurants, bars, bakeries, breweries and such other activities which are incidental and ancillary to the carrying out of its main business. The Transferor Company has one hotel at Cochin, namely the ‘Trident Cochin’.
- (iii) The equity shares of the Transferor Company are not listed on any stock exchange.
- (iv) The Transferor Company is a wholly owned subsidiary of the Transferee Company (defined below).

1.1.2 EIH Associated Hotels Limited

- (i) EIH Associated Hotels Limited (hereinafter referred to as “**Transferee Company**”) is a company incorporated under the Act on 21 March 1983, have its registered office at 1/24 G.S.T Road, Chennai-600 027, Tamil Nadu having company incorporation number L92490TN1983PLC009903.
- (ii) The Transferee Company is primarily engaged in the business of hotels. Its objects also include carrying on the business of motels, restaurants, café, bakeries, confectioners, and such other activities which are incidental and ancillary to the carrying out of its main business. The Transferee Company has seven hotels out of which five hotels are operated under the ‘Trident’ brand located at Agra, Jaipur, Udaipur, Chennai and Bhubaneswar. The other two hotels are operated under ‘The Oberoi’ brand namely ‘The Oberoi Rajvilas’ at Jaipur and ‘The Oberoi Cecil’ at Shimla.

- (iii) The equity shares of the Transferee Company are listed on the Bombay Stock Exchange Limited, Mumbai, the National Stock Exchange of India Limited and the Madras Stock Exchange Limited, Chennai.

1.1.3 Rationale of the Scheme

- (i) The amalgamation of the Transferor Company and the Transferee Company will enable their businesses to be pursued and carried on more economically and efficiently with better utilisation of the combined resources including infrastructure and administration, increased management attention, greater synergy in operations and reduced costs and expenses. This will provide a fillip to the weak financial position of the Transferor Company as it would become part of a larger and strong amalgamated company.
- (ii) The Transferor Company, post amalgamation, will become part of a larger entity and will therefore have access to the financial resources, greater management attention and superior experience of the amalgamated company. On a standalone basis, the Transferor Company may not be able to sustain itself given its financial position and inability to raise funds. The amalgamation will strengthen the Transferor Company's position and allow its business to leverage the strength, focused management time and resource pool of the amalgamated company, raise funds apart from achieving operational and cost synergies.
- (iii) As the business operations of the Transferee Company expand and considering that the Transferor Company operates in the same line of business as Transferee Company, there is a need to have a simpler, consolidated and focused business organisation structure. The amalgamation of the Transferor Company with the Transferee Company will enable consolidation of all their hotels for higher efficiencies and synergies.
- (iv) The amalgamation is in the interest of the shareholders, creditors and all other stakeholders of the respective companies, and is not prejudicial to the interests of the concerned shareholders, creditors or the general public at large.

1.1.4 The Scheme is divided into 3 (three) parts:

- (i) Part I, which deals with introduction, definitions, share capital, appointed date and effective date.
- (ii) Part II, which deals with the mechanics of transfer of the Undertaking/Business of the Transferor Company to the Transferee Company.
- (iii) Part III, which deals with general/residuary terms and conditions.

1.2 DEFINITIONS

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings and the word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto:

“Act” means the Companies Act, 1956, including any statutory modifications, re-enactments or amendments thereof.

“Appointed Date” means the 1st day of April, 2011 or such other date(s) as may be fixed by the Hon’ble High Court.

“Board” means the Board of Directors of the Transferor Company or the Transferee Company, as the case may be.

“Court” means the Hon’ble Madras High Court, to which this Scheme is submitted for its sanctioning under Sections 391 to 394 of the Act.

“Effective Date” means the date or last of the dates on which certified copies of the order sanctioning this Scheme pursuant to Section 391(2) of the Act are filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Chennai, Tamil Nadu.

“Encumbrance” means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever; and the term “Encumbered” shall be construed accordingly.

“Scheme” means this Scheme of Amalgamation of the Transferor Company with the Transferee Company in its present form or with such modifications as sanctioned by the Court.

“Undertaking/Business of the Transferor Company” means the entire business of the Transferor Company including:

- (i) All the properties, assets and rights of the Transferor Company, as on the Appointed Date; and
- (ii) All the debts, liabilities, duties and obligations of the Transferor Company, as on the Appointed Date.

Without prejudice to the generality of the foregoing clause, the said Undertaking/Business shall include all properties set out in the Schedule herein as also rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immovable, freehold or leasehold, tangible or intangible, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situated including all lands, buildings, plant and machinery, office equipments, inventories, debentures, bonds and other securities, sundry debtors, cash and bank balances, bank accounts, loans and advances, benefits of security arrangements, computers, insurance policies, telephones, mobile phones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, permits, rights, entitlements, allotments, approvals, consents, privileges, liberties, goodwill, deposits, reserves, preliminary expenses, provisions, advances, receivables, deposits, funds, subsidies, grants, tax credits/incentives, sales tax, luxury tax, value added tax, turnover tax, customs duties, excise duties, service tax including all accumulated losses and credits in respect of income tax and minimum alternate tax and other claims and powers, of whatsoever nature and wherever situated belonging to or in

the possession of or granted in favour of or enjoyed by the Transferor Company, leases and all other interests and rights in or arising out of such property together with all liberties, easements, advantages, exemptions, trademarks, patents, copyrights, import entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by the Transferor Company or which the Transferor Company is entitled to together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company, as on the Appointed Date.

1.3 SHARE CAPITAL

1.3.1 The authorised, issued, subscribed and paid-up share capital of the Transferor Company and the Transferee Company as on 31 March 2011 is as under:

Transferor Company:

Particulars	(Amount in Rs.)
<u>Authorised Share Capital</u>	
35,00,000 Equity Shares of Rs. 100 each	35,00,00,000
<u>Issued, Subscribed and Paid up Share Capital</u>	
31,97,088 Equity Shares of Rs. 100 each, fully paid up	31,97,08,800

1.3.2 The entire paid-up equity share capital of the Transferor Company is held by the Transferee Company along with its nominees. Accordingly, the Transferor Company is a wholly owned (100%) subsidiary of the Transferee Company.

1.3.3 There has been no change in the authorised, issued, subscribed and paid-up equity share capital of the Transferor Company since 31 March 2011.

The Transferee Company:

Particulars	(Amount in Rs.)
<u>Authorised Share Capital</u>	
4,00,00,000 Equity Shares of Rs. 10 each	40,00,00,000
10,00,000 Redeemable Non-cumulative Preference Shares of Rs. 100 each	10,00,00,000
Total:	50,00,00,000
<u>Issued, Subscribed and Paid up Share Capital</u>	
1,95,86,666 Equity Shares of Rs. 10 each, fully paid up (Note (a) below)	19,58,66,660
Total:	19,58,66,660

(a) Of the above 1,95,86,666 Equity Shares, 90,86,666 Equity Shares of Rs. 10 each have been allotted as fully paid in 2006-2007 pursuant to the Scheme of Amalgamation of Indus Hotels Corporation Limited with the Company without payments being received in cash.

- 1.3.4 Barring a change due to the proposed rights issue submitted to the Securities and Exchange Board of India *vide* draft letter of offer dated 29 March 2012, there will not be any other change in the authorised, issued, subscribed and paid-up equity share capital of the Transferee Company after 31 March 2011 and until the Effective Date.

PART-II

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEEE COMPANY

2. TRANSFER AND VESTING OF THE UNDERTAKING/BUSINESS OF THE TRANSFEROR COMPANY IN THE TRANSFEEE COMPANY

- 2.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking/Business of the Transferor Company shall, pursuant to the provisions contained in section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode of transfer and vesting, stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing (save as provided in Clause 2.2 below) so as to become on and from the Appointed Date, the Undertaking/Business of the Transferee Company.
- 2.2 It is expressly provided that in respect of such of the said assets as are movable in nature or otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.
- 2.3 All debts, liabilities including contingent liabilities, duties and obligations of the Transferor Company shall also be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 2.4 The transfer and vesting of the Undertaking/Business of the Transferor Company, as aforesaid, shall be subject to the Encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such Encumbrances shall be confined only to the relevant assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such Encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the Encumbrances in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.
- 2.5 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by the Transferor Company for its operations and/or to which the Transferor Company is entitled to in terms of the various statutes and/or schemes of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking/Business of the Transferor Company will be transferred to

and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the Undertaking/ Business of the Transferor Company on the basis of the same from the Effective Date. Further, all benefits, including, under income tax, excise, service tax, sales tax (including value added tax/central value added tax), etc to which the Transferor Company is entitled in terms of the various statutes and/or schemes of the Union and State Governments shall be available to and vest in the Transferee Company from the Effective Date. Also, from the Effective Date, the Transferee Company shall be entitled to revise *inter alia* its income tax returns, financial statements, sales tax returns/value added tax returns and service tax returns to give effect to the consequential treatment/implications for tax purposes.

- 2.6 For the removal of doubt, it is clarified that to the extent that there are inter-company loans, deposits, obligations, balances or other outstandings as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, deposits or balances with effect from the Appointed Date.

3. ALTERATION AND INCREASE IN THE AUTHORISED SHARE CAPITAL

Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the authorised share capital of the Transferor Company shall stand merged into and combined with the authorised share capital of the Transferee Company pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined authorised share capital under Section 611 of the Act, the Transferor Company having already paid such fees. Accordingly, the authorised equity share capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be aggregating to Rs. 75,00,00,000 comprising of 7,50,00,000 Equity Shares of Rs. 10 each and Clause V of the Memorandum of Association and Article 5(1) of the Articles of Association of the Transferee Company be amended/alterd as below:

"The Authorised Share Capital of the Company is Rs. 85,00,00,000 divided into 10,00,000 Redeemable Preference shares of Rs. 100/- each and 7,50,00,000 Equity Shares of Rs. 10/- each".

4. CANCELLATION OF SHARES OF TRANSFEROR COMPANY

Since the Transferee Company holds 100% (along with its nominees) of the issued, subscribed and paid-up capital of the Transferor Company, all shares held by the Transferee Company (along with its nominees) in the share capital of the Transferor Company shall stand cancelled, without any further act or deed, from the Effective Date. There would neither be allotment of any new shares nor any payment be made to any person whatsoever in consideration or lieu of the transfer and vesting of the Undertaking/Business of the Transferor Company in the Transferee Company.

5. LEGAL PROCEEDINGS

If any suits, actions and proceedings of whatsoever nature (hereinafter called the "Proceedings") by or against the Transferor Company is pending on the Effective Date, the same shall neither abate nor discontinued nor in any way be prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. CONTRACTS AND DEEDS

- 6.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.
- 6.2 The Transferee Company shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, or enter into any tripartite arrangement, confirmation or novation to give formal effect to the provisions of this Clause.
- 6.3 Even after the Effective Date, the Transferee Company shall, in its own right, be entitled to realise all monies and complete and enforce all pending contracts and transactions in respect of the Undertaking/Business of the Transferor Company in the name of the Transferor Company, in so far as may be necessary, until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned.
- 6.4 Without prejudice to the aforesaid, it is clarified that if any contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Undertaking/Business of the Transferor Company which the Transferor Company owns or to which the Transferor Company is a party, cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such assets, contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company, in so far as it is permissible so to do, till such time as the transfer is effected.

7. SAVING OF CONCLUDED TRANSACTIONS

The transfer of the Undertaking/Business of the Transferor Company under Clause 4 above, the continuance of the Proceedings under Clause 6 above and the effectiveness of contracts and deeds under Clause 7 above, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

8. EMPLOYEES

On and from the Effective Date:

- 8.1 The employees of the Transferor Company in service on the Effective Date ("Employees"), if any, shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date. Accordingly, the services of such Employees for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.

- 8.2 It is expressly provided that the provident funds, gratuity funds, superannuation fund or any other fund or funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become those of the Transferee Company.
- 8.3 In relation to those Employees who are not covered under the provident fund trust of the Transferor Company, and for whom the Transferor Company is making contributions to the Government provident fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including those relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc., in respect of such Employees.
- 8.4 In relation to any other fund created or existing for the benefit of the Employees, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including those relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc, in respect of such Employees.
- 8.5 The Transferee Company agrees that, for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of such permanent Employees with the Transferor Company shall also be taken into account.

9. DIVIDEND

- 9.1 Until the Effective Date, the Transferor Company and the Transferee Company shall, with the prior approval of their respective Boards/shareholders, be entitled to declare and pay dividends whether interim or final, to their respective shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.
- 9.2 Until the Effective Date, the holders of the shares of the Transferor Company and the Transferee Company shall continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- 9.3 Subject to the provisions of the Scheme, the profits of the Transferor Company, for the period beginning from the Appointed Date, shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit.
- 9.4 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the respective Transferor and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of applicable laws, shall be entirely at the discretion of the Boards of the Transferor and/or the Transferee Company and the approval of its shareholders.

10. DISSOLUTION OF THE TRANSFEROR COMPANY

- 10.1 The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act, without any further act or deed.
- 10.2 On and from the Effective Date, the name of the Transferor Company shall be struck off from the records of the concerned Registrar of Companies. The Transferee Company shall make necessary filings in this regard.

11. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

11.1 Until the Effective Date:

- 11.1.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
 - 11.1.2 All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company including accumulated losses shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.
 - 11.1.3 The Transferor Company shall carry on its businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber or otherwise deal with or alienate its assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, save and except, in each case, in the following circumstances:
 - (i) if the same is in the ordinary course of business as carried on by it as on the date of filing this Scheme with the Court; or
 - (ii) if the same is expressly permitted by this Scheme; or
 - (iii) if the written consent of the Transferee Company, as the case may be, has been obtained.
 - 11.1.4 Pending sanction of this Scheme, the Transferor Company and the Transferee Company shall not, barring a change due to a proposed rights issue as submitted to the Securities and Exchange Board of India *vide* draft letter of offer dated 29 March 2012, make any change in their respective capital structure either by any increase (by issue of equity shares, bonus shares, convertible debentures or otherwise), decrease, reduction reclassification, sub division or consolidation, reorganisation, or in any other manner, affect the reorganisation of capital herein, except as may be expressly permitted under this Scheme or as may be required to give effect to this Scheme.
 - 11.1.5 All assets acquired and all liabilities incurred by the Transferor Company shall also, without any further act, instrument or deed, stand transferred to and vested in or to be deemed to have been transferred to or vested in the Transferee Company from the Effective Date; and
 - 11.1.6 Any of the rights, powers, authorities, privileges of the Transferor Company that have been exercised by it shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of, and in trust for and as an agent of the Transferee Company.
- 11.2 The Transferor Company and/or the Transferee Company shall be entitled, pending the sanction of the Scheme by the Court, to apply to the Central/State Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to own and carry on the business of the Undertaking/Business of the Transferor Company.

11.3 On the Effective Date and with effect from the Appointed Date, the Transferee Company shall commence and carry on and shall be authorised to carry on the business carried on by the Undertaking/Business of the Transferor Company.

11.4 The Transferee Company shall be entitled to credit the tax paid including credit of the tax deducted at source in relation to the Transferor Company, for the period between the Appointed Date and the Effective Date.

12. COMPLIANCE WITH TAX LAWS

This Scheme is in compliance with the conditions relating to “Amalgamation” as specified under section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from any retrospective amendment of law or for any other reason whatsoever, till the Effective Date, the Scheme shall stand modified to the extent determined necessary to comply with the provisions of the then prevalent section 2(1B) of the Income Tax Act, 1961.

13. ACCOUNTING

13.1 The amalgamation shall be accounted for in the books of account of the Transferee Company according to the pooling of interests method under Accounting Standard (AS) 14, ‘Accounting for Amalgamations’ issued by the Institute of Chartered Accounts of India.

13.2 Accordingly on and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of the Transferee Company, be required and except to the extent required otherwise by law, all assets and liabilities of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book value as recorded in the Transferor Company’s books of accounts.

13.3 The Transferee Company shall record the reserves of the Transferor Company in the same form and at the same values as they appear in the financial statements of the Transferor Company at the close of business of the day immediately preceding the Appointed Date.

13.4 The balance in the Profit and Loss Account appearing in the Financial Statements of the Transferor Company shall be aggregated with the balance in the Profit and Loss Account appearing in the Financial Statements of the Transferee Company.

13.5 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the general reserve to ensure that the Financial Statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

13.6 The paid up equity share capital appearing in the books of account of the Transferor Company and the corresponding investment in respect thereof appearing in the books of account of the Transferee Company shall stand cancelled against each other and the difference arising therefrom shall be adjusted against the securities premium reserve of the Transferee Company.

- 13.7 The accounting treatment of the paid up capital of the Transferor Company as contemplated in Clause 13.6 above shall be done as an integral part of the Scheme. Since the aforesaid accounting treatment of the paid-up capital of the Transferor Company neither involves the diminution of liability of unpaid share capital of the Transferor Company nor any payment is to be made to any shareholder of the Transferee Company of any Paid up share capital, provisions of Section 100 to 105 of the Act shall not have any application and the Transferee Company shall not be obliged to comply with the procedures contemplated under Section 100 to 105 of the Act, if permitted. The Transferee Company shall obtain necessary approval from its shareholders and creditors, as required, in terms of this Scheme only, under and pursuant to Section 391 to 394 of the Act.

PART III

GENERAL/RESIDUARY TERMS AND CONDITIONS

14. APPLICATIONS

Necessary applications shall be made by the Transferor Company under Sections 391 and 394 of the Act, for sanction of the Scheme and orders bringing the same into effect. The Transferor Company and the Transferee Company shall also apply for and obtain such other approvals, as may be necessary in law, if any, for bringing the Scheme into effect. Further, the Transferor Company and the Transferee Company shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme. It is expressly clarified that no shares are to be issued by the Transferee Company and no arrangement is proposed between the Transferee Company and its shareholders under this Scheme.

15. APPROVALS AND MODIFICATIONS

The Transferor Company and the Transferee Company (by their respective Boards or such other person or persons, as the respective Boards may authorise) are empowered and authorised:

- 15.1 To assent, from time to time, to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Court and/or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Boards as being in the best interest of the said companies and their shareholders.
- 15.2 To settle all doubts or difficulties that may arise in carrying out the Scheme; to give their approval to all such matters and things as is contemplated or required to be given by them in terms of this Scheme; and to do and execute all other acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing, the Transferor Company and the Transferee Company (by their respective Boards or such other person or persons, as the respective Board may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

16. SCHEME CONDITIONAL UPON

This Scheme is and shall be conditional upon and subject to:

- 16.1 The sanction or approval of all persons or authorities concerned being obtained and granted in respect of any of the matters provided for or relating to the Scheme for which such sanction or approval is required or for the implementation of the Scheme.
- 16.2 The approval by the requisite majorities of the classes of persons, including shareholders, creditors and such other class of the Transferor Company and the Transferee Company as may be directed by the Court under Section 391 of the Act.
- 16.3 The sanctioning of this Scheme by the Court, whether with or without any modifications or amendments as the Court may deem fit or otherwise.
- 16.4 The filling of the certified copies of the order of the Court with the Registrar of Companies concerned by the Transferor Company and the Transferee Company.
- 16.5 Any other sanctions and orders as may be directed by the Court in respect of this Scheme.

17. SEVERABILITY

If any part of provision of this Scheme is found unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

18. REVOCATION OF THE SCHEME

In the event of any of the said sanctions and approvals referred to in Clause 15 not being obtained and/or the Scheme not being sanctioned by the Court, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each company shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

19. COSTS, CHARGES AND EXPENSES

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto including any stamp duty and transfer charges arising out of or incurred in connection with and in implementing this Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each company shall pay and bear its own costs.

20. RESIDUAL PROVISIONS

- 20.1 On the approval of the Scheme by the members of the Transferor Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

- 20.2 The mutation of title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company. Any inchoate title or possessory title of the Transferor Company or its predecessor companies in relation to the Undertaking/Business of the Transferor Company shall be deemed to be the title of the Transferee Company.
- 20.3 Even after the Effective Date, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned.
- 20.4 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter-se by the parties, their shareholders, creditors, employees or any other person.
- 20.5 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. Pradip (Pinto) Khaitan, Advocate, Khaitan & Co. having its office at Emerald House, 1B, Old Post Office Street, Kolkata-700 001, West Bengal, whose decision shall be final and binding on all concerned.

SCHEDULE OF ASSETS

Schedule of Assets of Island Hotel Maharaj Limited to be transferred to EIH Associated Hotels Limited with effect from 1 April 2011.

PART I**(Short description of freehold property of Island Hotel Maharaj Limited)**

NIL

Building and structures, plant and machinery, furniture and fixtures etc., as below:

₹ Million

NATURE OF ASSETS	GROSS BLOCK	DEPRECIATION	NET BLOCK
	As at 1st April, 2011	Upto 1st April, 2011	As at 1st April, 2011
Leasehold Land	41.97	20.35	21.62
Buildings	243.07	46.61	196.46
Sanitary Installation	19.40	3.74	15.66
Plant & Machinery	167.39	90.01	77.38
Computers	11.43	9.55	1.88
Furniture & Fittings	33.15	29.36	3.79
Vehicles	0.70	0.20	0.50
Leased Vehicles	0.95	0.09	0.86
	518.06	199.91	318.15
Capital Work-in-Progress	0.15	–	0.15
	518.21	199.91	318.30

PART II**(Short description of leasehold property of Island Hotel Maharaj Limited)**

1. Leasehold land admeasuring 1.8316 acres, Survey No. 2578/4, Sub-Division-24 situate at Willingdon Island in the Village - Thoppumpady, Firka - Mattencherry, Taluk - Kochi, Registration Sub-District Kochi, District - Ernakulam in the State of Kerala.
2. Leasehold land admeasuring 25.46 cents, Survey No. 2578/4, Sub-Division-24 situate at Willingdon Island in the Village - Thoppumpady, Firka - Mattencherry, Taluk - Kochi, Registration Sub-District Kochi, District - Ernakulam in the State of Kerala.
3. Two leased vehicles for employees' use, leased with L&T Finance Ltd., one lease continuing and another foreclosed.

(17)

Part III

**(Short description of all stock, shares, debentures and other choses in action of
Island Hotel Maharaj Limited)**

Nil

Note: Movables are transferable to the Transferee Company as per Clause 2.2 of Part II of this Scheme of Arrangement.

(18)

WITNESS, The Hon'ble Thiru ELIPE DHARMA RAO, Acting
Chief Justice of Madras High Court, aforesaid this the 6th day of February, 2013

Sd/-

DEPUTY REGISTRAR (O.S.)

// CERTIFIED TO BE A TRUE COPY //

DATE THIS THE 22ND DAY OF FEBRUARY 2013

Sd/-

COURT OFFICER

From 25th September 2008 the Registry is issuing certified copies of the
Orders/Judgments/Decree in this format.

RESOLUTIONS PASSED BY SHAREHOLDERS OF THE COMPANY BY POSTAL BALLOT ON 22ND MAY, 2015

As a Special Resolution

1. “RESOLVED THAT pursuant to the provisions of Section 13 and all other applicable provisions, if any, of the Companies Act, 2013 read with the Companies (Incorporation) Rules, 2014 (including any statutory modification(s) or re-enactment thereof) and subject to necessary approval(s) if any, from the competent authorities, consent of the Company be and is hereby accorded to substitute the existing Memorandum of Association of the Company by a new set of Memorandum of Association;

RESOLVED FURTHER that any one of the Directors of the Company and/or Ms. Indrani Ray, Company Secretary be and are hereby jointly and severally authorised to do all such acts, deeds and things as may be necessary to give effect to this Resolution.”

As a Special Resolution

2. “RESOLVED THAT pursuant to the provisions of Section 14 and all other applicable provisions of the Companies Act, 2013 read with Companies (Incorporation) Rules, 2014 (including any statutory modification(s) or re-enactment thereof, for the time being in force), consent of the Company be and is hereby accorded to substitute the existing Articles of Association of the Company by a new set of Articles of Association;

RESOLVED FURTHER that any one of the Directors of the Company and/or Ms. Indrani Ray, Company Secretary be and are hereby jointly and severally authorised to do all such acts, deeds and things as may be necessary to give effect to this Resolution.”

Explanatory Statement pursuant to Sections 102 of the Companies Act, 2013 to the accompanying Notice dated March 25, 2015

Item No. 1

The existing Memorandum of Association (“MoA”) of the Company, based on Companies Act, 1956 (“1956 Act”) are no longer in conformity with the Companies Act, 2013 (“2013 Act”). With the enactment of 2013 Act, several clauses of MoA require alteration/deletion. Given this position, it is considered expedient to adopt the new set of Memorandum of Association (primarily based on Table A set out under Schedule I to the Act) in place of existing MoA, instead of amending it by alteration/incorporation of provisions of 2013 Act.

In terms of Section 13 of 2013 Act, consent of Members by way of a Special Resolution is required for adoption of a new set of Memorandum of Association. The entire set of proposed new Memorandum of Association is available in the website of the Company. Members can also obtain a copy of the same from the Company’s Registered Office.

None of the Directors, Key Managerial Personnel and their relatives are in any way concerned or interested in the said Resolution.

The Directors recommend the aforesaid Resolution for the approval by the Members as Special Resolution.

Item No. 2

The existing Articles of Association (“AoA”) of the Company, based on the Companies Act, 1956 are no longer in conformity with the 2013 Act. With the coming into force of 2013 Act, several regulations of AoA require alteration/deletion. Given this position, it is considered expedient to adopt a new set of Articles of Association (primarily based on Table F set out under Schedule I to the Companies Act, 2013) in place of existing AoA, instead of amending it by alteration/incorporation of provisions of 2013 Act.

In terms of Section 14 of 2013 Act, consent of Members by way of a Special Resolution is required for adoption of a new set of Articles of Association. The entire set of proposed new Articles of Association is available in the website of the Company. The Members of the Company can also obtain a copy of the same from the Company’s Registered Office.

None of the Directors, Key Managerial Personnel and their relatives are in any way concerned or interested in the said Resolution.

The Directors recommend the aforesaid Resolution for the approval by the Members as Special Resolution.

RESOLUTION PASSED BY THE SHAREHOLDERS OF THE COMPANY AT THE 32ND ANNUAL GENERAL MEETING HELD ON 7TH AUGUST, 2015

As an Ordinary Resolution Special Business

“RESOLVED THAT the consent of the Company be and is hereby accorded to the re-appointment of Mr. Vikram Oberoi as the Managing Director of the Company for a further period of five years effective 23rd June, 2015. Mr. Vikram Oberoi will not receive any remuneration as the Managing Director of the Company.”

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013 (“THE ACT”) RELATING TO SPECIAL BUSINESS:

Mr. Vikram Oberoi was appointed Managing Director of the Company for a period of 5 (five) years effective 23rd June, 2005. He was re-appointed for a further period of 5 years effective 23rd June 2010. His present tenure as Managing Director, therefore, expires on 22nd June, 2015. The Board of Directors of the Company, at its Meeting on 28th May, 2015, re-appointed Mr. Vikram Oberoi as the Managing Director of the Company for another period of 5 years effective 23rd June, 2015. This re-appointment is subject to the approval of the Shareholders at the forthcoming Annual General Meeting. Mr. Vikram Oberoi is the Managing Director and Chief Executive Officer of EIH Limited. He will not draw any remuneration from the Company.

Particulars relating to Mr. Vikram Oberoi, as are required to be disclosed as per Clause 49 of the Listing Agreement, are appended as an Annexure to this Notice.

No other Director, save and except Mr. Vikram Oberoi and Mr. P.R.S. Oberoi, Chairman, who is a relative of Mr. Vikram Oberoi, and no other key managerial personnel may be deemed to be concerned or interested in the Resolution.

The extent of shareholding interest of the Promoters of the Company in EIH Limited exceeding 2% of the paid-up share capital of that company are as follows:-

Oberoi Hotels Private Limited	- 14.63%
Oberoi Holdings Private Limited	- 6.17%

The Board recommends the Resolution for the approval of the Members.

Pursuant to the provisions of Section 190 of the Companies Act, 2013 this may be treated as an abstract of the terms of the appointment of Mr. Vikram Oberoi as the Managing Director of the Company and the Memorandum of Interest of the Directors of the Company in such appointment.